बाह्य यंत्रणेकडून कामे करून घेण्यासाठी सेवापुरवठादार संस्थेचे / एजन्सींचे पॅनल नियुक्ती करण्यासाठी शासन मान्यता देणेबाबत.

महाराष्ट्र शासन
उद्योग, ऊर्जा, कामगार व खनिकर्म विभाग
शासन निर्णय क्र. संकिर्ण-२०१७/प्र.क्र.९३/कामगार-८
मादाम कामा रोड, हुतात्मा राजगुरु चौक,
मंत्रालय, मुंबई-४०० ०३२.
दिनांक: ०६ सप्टेंबर, २०२३.

वाचा:-

१) या विभागाचा शासन निर्णय क्र. काआआ-२०१३/ प्र.क्र.२३३/काम-८, दि.१८.०६.२०१४.
२) या विभागाचे शासन पत्र क्र. काआआ-२०१३/ प्र.क्र.२३३/ काम-८, दि.११.०९.२०१७.
३) या विभागाचा शासन निर्णय क्र. काआआ-२०१३/ प्र.क्र.२३३/काम-८, दि.१८.०१.२०२३.
४) वित्त विभाग, शासन निर्णय क्र. पदनि-२०२२/प्र.क्र.१५/आपुक, दि. २७.०४.२०२२.
५) या विभागाचा शासन निर्णय क्र. काआआ-२०१३/ प्र.क्र.२३३/काम-८, दि.१४.०३.२०२३.
६) या विभागाचा शासन निर्णय क्र. काआआ-२०१३/ प्र.क्र.२३३/काम-८, दि.०५.०४.२०२३.
७) या विभागाचा शासन शुध्दीपत्रक क्र. काआआ-२०१३/प्र.क्र.२३३/काम-८, दि.०९.०५.२०२३.

प्रस्तावना-

प्रशासनावरील खर्च आटोक्यात ठेवून विकासाच्या कामासाठी पुरेसा निधी उपलब्ध होण्याचे दृष्टीने शक्य असेल तिथे बाह्ययंत्रणेमार्फत कामे करून घेण्याचे शासनाचे धोरण आहे. त्यामुळे वित्त विभागाच्या मान्यतेने या विभागाच्या दिनांक १८.०६.२०१४ रोजीच्या शासन निर्णयान्वये मे. ब्रिस्क फॅसिलिटिज प्रा. लि. व क्रिस्टल इंटिग्रेटेड सर्व्हिसेस प्रा. लि. या दोन निविदाकारांच्या पॅनलला तीन वर्षाच्या कालावधीसाठी मंजुरी देण्यात आली होती. तसेच सदर शासन निर्णयान्वये गठीत करण्यात आलेल्या पॅनलवरील एजन्सींची सेवा शासनाच्या अन्य विभागास घेण्यास मुभा देण्यात आली होती.

२. सदर पॅनलची तीन वर्षाची मुदत दिनांक १७.०६.२०१७ रोजी संपुष्टात आल्यामुळे या विभागाच्या दिनांक ११.०९.२०१७ रोजीच्या पत्राने सदर पॅनलला तीन महिन्याची किंवा निविदा प्रक्रियेद्वारे नवीन यंत्रणेची निवड होईपर्यंत मुदतवाढ देण्यात आली होती. दरम्यान मुदतवाढ देऊन प्रदीर्घ कालावधी झाल्यामुळे या विभागाच्या दिनांक १८.०१.२०२३ रोजीच्या शासन निर्णयान्वये सदर पॅनलला देण्यात आलेली मुदतवाढ संपुष्टात आणण्यात आली आहे. तसेच बाह्ययंत्रणेकडून मनुष्यबळ उपलब्ध करून घेण्यासाठी या सेवापुरवठादार पॅनलचा वापर करता येणार नाही, याबाबत सर्व प्रशासकीय विभागांना अवगत करण्यात आलेले आहे.

३. दरम्यान बाह्ययंत्रणेमार्फत मनुष्यबळ उपलब्ध करून घेण्यासाठी सेवापुरवठादार एजन्सीचे नवीन पॅनल नियुक्त करण्यासाठी कामगार आयुक्त यांच्या अध्यक्षतेखाली निविदा समिती गठीत

करण्यात आली. निविदा समितीने दिनांक ०२.०९.२०२१ ते दिनांक २७.०४.२०२२ या कालावधीत निविदा प्रक्रिया राबविली. या निविदेमध्ये १) अतिकुशल २) कुशल ३) अर्धकुशल आणि ४) अकुशल या ४ प्रकारच्या मनुष्यबळाचा समावेश करण्यात आला. सदर निविदा प्रक्रियेमध्ये एकूण २६ निविदाकारांनी भाग घेतला होता. त्यापैकी निविदा समितीने १० निविदाकारांना पात्र ठरविले होते.

४. सदर निविदाकारांच्या पॅनलला मंजुरी देण्याचा प्रस्ताव कामगार आयुक्त, महाराष्ट्र राज्य यांनी दिनांक १७.०५.२०२२ रोजी शासनास सादर केला आहे. सदर प्रस्ताव मंत्रिमंडळाच्या दिनांक ८ मार्च, २०२३ रोजीच्या बैठकीसमोर ठेवून त्यास मान्यता घेण्यात आली आहे. मंत्रिमंडळाने दिलेल्या मान्यतेप्रमाणे राज्यामध्ये बाह्ययंत्रणेमार्फत मनुष्यबळ पुरवठा करण्यासाठी १० निविदाकारांपैकी एक एजन्सी वगळून नऊ (९) एजन्सींचे /संस्थांचे पॅनल तयार करणे तसेच अनुषंगिक बाबींना मान्यता देण्यासाठी दिनांक १४.०३.२०२३ चा शासन निर्णय निर्गमित करण्यात आला. सदर पुरवठादारांचे पॅनल खालीलप्रमाणे आहे:-

अ.क्र.	निविदाकाराचे नाव	मनुष्यबळाची वर्गवारी
१	२	३
१	ॲक्सेंट टेक सर्व्हिसेस लि. (Aksentt Tech Services Limited)	१. अतिकुशल २. कुशल ३. अर्धकुशल ४. अकुशल
२	सी.एम.एस. आयटी सर्व्हिसेस प्रा.लि. CMS IT Services Pvt. Ltd. Consortium Member: AJ Trading Co.	१. कुशल
३	सी.एस.सी. ई-गव्हर्नन्स सर्व्हिसेस इंडिया लि. (CSC e-Governance Services India Limited)	१. कुशल २. अर्धकुशल ३. अकुशल
४	इनोवेव आयटी इन्फ्रास्ट्रक्चर लि. (Innowave IT Infrastructure Limited)	१. अतिकुशल २. कुशल ३. अर्धकुशल ४. अकुशल
५	क्रिस्टल इंटग्रेटेड सर्व्हिसेस प्रा.लि. (Krystal Integrated Services Pvt. Ltd.)	१. कुशल २. अर्धकुशल ३. अकुशल
६	एस-२ इन्फोटेक इंटरनॅशनल लि. (S२ Infotech International Limited)	१. अतिकुशल २. कुशल ३. अर्धकुशल ४. अकुशल

७	सैनिक इंटेलिजन्स सिक्युरिटी प्रा.लि. (Sainik Intelligence Security Private Limited Consortium Member: Sutishka India Security Pvt. Ltd.)	१. कुशल, २. अर्धकुशल ३. अकुशल
८	सिंग इंटेलिजन्स सिक्युरिटी सर्व्हिसेस प्रा.लि. (Singh Intelligence Security Pvt. Ltd. Consortium Member: Wellconnect Facilities Pvt. Ltd.)	१. कुशल, २. अर्धकुशल ३. अकुशल
९	उर्मिला इंटरनॅशनल सर्व्हिसेस प्रा.लि. (Urmila International Services Pvt. Ltd. Consortium Member: Success-९ Facilities Services Private Limited.)	१. कुशल, २. अर्धकुशल ३. अकुशल

सदर पॅनलवरील सेवापुरवठादारांच्या सेवा घेणे राज्य शासनाचे शासकीय विभाग / निमशासकीय विभाग / स्थानिक स्वराज्य संस्था / महामंडळे / सार्वजनिक क्षेत्रातील उपक्रम / इतर आस्थापना इ. यांना बंधनकारक करण्यात आले आहे.

५. सदर शासन निर्णय निर्गमित झाल्यानंतर विविध संघटना, प्रशासकीय विभागांनी या शासन निर्णयाद्वारे तयार केलेल्या पॅनलमधील पुरवठादार एजन्सीमार्फत नियुक्त होणाऱ्या बाह्ययंत्रणेमार्फत नियुक्त कर्मचाऱ्यांना किती मानधन मिळेल व पुरवठादार एजन्सी किती सेवा शुल्क आकारतील याचा स्पष्ट उल्लेख शासन निर्णयात नसल्यामुळे या विभागाकडे त्याबाबत विचारणा केली आहे. तसेच, विभागाने ठरविलेले मनुष्यबळाचे दर जास्त असल्याची बाब सुध्दा या विभागाच्या निदर्शनास आणली आहे. त्यामुळे वरील बाबींमध्ये स्पष्टता येणे गरजेचे असल्याने सदर शासन निर्णयामध्ये सुधारणा करण्याची बाब शासनाच्या विचाराधीन होती.

<u>शासन निर्णय</u> :-

दिनांक १४.०३.२०२३ चा शासन निर्णय तसेच या शासन निर्णयाच्या अनुषंगाने निर्गमित करण्यात आलेले विविध आदेश/ शुध्दीपत्रक व अर्धशासकीय पत्रे अधिक्रमित करण्यात येत आहे.

२. राज्य शासनाचे शासकीय विभाग / निमशासकीय विभाग / स्थानिक स्वराज्य संस्था / महामंडळे / सार्वजनिक क्षेत्रातील उपक्रम / इतर आस्थापना इ. बाह्ययंत्रणेमार्फत मनुष्यबळ पुरवठा करण्यासाठी प्रस्तावनेमध्ये नमुद ९ (नऊ) पुरवठादारांच्या पॅनलला खालील परिच्छेद-३ मधील अटी व शर्तीच्या अधीन राहून शासनाची मान्यता देण्यात येत आहे.

३. **अटी व शर्ती :-**

१) यापूर्वीच्या शासन निर्णयामध्ये नमूद दरमहा मनुष्यबळ दरात (Man Month Rate) मध्ये २०% ते ३०% बचत होईल. याचा विचार करुन सोबतच्या "**परिशिष्ट-अ"** प्रमाणे सुधारित दर राहतील.

२) सेवापुरवठादार एजन्सीला "**परिशिष्ट-अ**" मधील स्तंभ क्र. ५ मध्ये नमूद सुधारित दरमहा मुनष्यबळ दरापैकी (Man Month Rate) १५% एवढी रक्कम सेवा शुल्क म्हणून देय राहील.

३) सुधारित दरमहा मुनष्यबळ दराच्या (Man Month Rate) १% उपकर असंघटित कामगार मंडळाकडे वर्ग करण्यासाठी कामगार विभागाला देय राहील. सदर १% उपकरामधून ३% ते ५% रक्कम कामगार विभागाचा प्रशासकीय खर्च म्हणून वापरण्यासाठी व त्यासाठी स्वतंत्र बँक खाते उघडण्यास यापूर्वी मान्यता देण्यात आली आहे, सदर मान्यता कायम ठेवण्यात येत आहे.

४) सुधारित दरमहा मुनष्यबळ दराच्या (Man Month Rate) १% संकिर्ण खर्चापोटी (जसे की, मनुष्यबळाची वैद्यकीय तपासणी, मनुष्यबळास त्याच्या कामासाठी लागणारे विविध प्रकारचे साधनसामुग्री (संगणक, प्रिंटर, स्टेशनरी इ.) याशिवाय कामाच्या स्वरुपानुसार आवश्यक असेल तेथे बाह्ययंत्रणेमार्फत नियुक्त कर्मचाऱ्यास गणवेष (Uniform), कामाच्या स्वरुपानुसार व उपभोक्ता विभागाच्या मागणीनुसार/ आवश्यकतेनुसार संबंधित बाह्ययंत्रणेमार्फत नियुक्त कर्मचाऱ्यास योग्य प्रकारचे प्रशिक्षण देणे. तसेच, बदली कर्मचारी तातडीने उपलब्ध व्हावेत याकरीता आवश्यक मनुष्यबळाची अतिरिक्त तुकडी/ फळी एजन्सीकडे ठेवणे इ.) पुरवठादार एजन्सीस देय राहील.

५) वर नमूद मुद्दा क्र. २, ३, ४ मधील १७% रक्कम वगळून उर्वरित ८३% रक्कम प्रत्यक्ष व अप्रत्यक्ष वेतन/सेवा स्वरुपात बाह्ययंत्रणेमार्फत नियुक्त कर्मचारी यांना देय ठरेल. याबाबतची विगतवारी **"परिशिष्ट- ब"** मध्ये नमुद केली आहे.

६) सदर पॅनलचा कालावधी शासन निर्णय निर्गमित झालेल्या दिनांकापासून ५ वर्ष राहील. तथापि, या कालावधीत दरमहा मनुष्यबळाच्या दरामध्ये कोणतीही वाढ अनुज्ञेय राहणार नाही.

७) सदर पॅनलवरील सेवापुरवठादारांच्या सेवा घेणे राज्य शासनाचे शासकीय विभाग / निमशासकीय विभाग / स्थानिक स्वराज्य संस्था / महामंडळे / सार्वजनिक क्षेत्रातील उपक्रम / इतर आस्थापना इ. यांना बंधनकारक राहील.

८) संबंधित विभागाने प्रभारी मंत्री महोदयांच्या मान्यतेने एजन्सीची नियुक्ती करावी.

९) सेवा पुरवठादार एजन्सीमार्फत उपलब्ध करावयाचे मनुष्यबळ महाराष्ट्र राज्यातील असेल. कोणत्याही परिस्थितीत महाराष्ट्राबाहेरील मनुष्यबळाचा पुरवठा सेवापुरवठादार

एजन्सींना करता येणार नाही. तसेच, ज्या जिल्ह्यात सेवा पुरवठादार एजन्सीस मनुष्यबळ उपलब्ध करुन द्यावयाचे असेल त्या जिल्ह्यातील मनुष्यबळास प्राधान्य देण्यात यावे.

१०) केंद्र शासनाच्या योजनेसाठी आवश्यक असणाऱ्या मनुष्यबळासाठी जर केंद्र शासनाने विशिष्ट दर ठरवून दिले असतील तर केवळ त्या योजनेसाठी केंद्र शासनाने ठरवून दिलेल्या दराने मनुष्यबळाचा पुरवठा करणे पुरवठादारांवर बंधनकारक असेल. तसेच सदर दरामध्ये भविष्यात केंद्र शासनाकडून काही बदल झाल्यास त्यानुसार सुधारित दरानुसार मनुष्यबळ उपलब्ध करुन देणे सेवा पुरवठादारांवर बंधनकारक राहील.

११) सदर शासन निर्णयाची प्रभावी अंमलबजावणी होण्यासाठी या विभागाने Standard Operating Procedure (SOP) तयार केलेली आहे. सदर SOP **"परिशिष्ट-क"** प्रमाणे राहील. सदर SOP मधील तरतूदी उपभोक्ता विभाग व एजन्सी यांच्यावर बंधनकारक असतील.

१२) केंद्र शासनाच्या Gem Portal च्या धर्तीवर पॅनलवरील एजन्सीने पुरविलेल्या मनुष्यबळाच्या बँक अकाऊंटमध्ये त्यांचे मानधन/ वेतन उपलब्ध करुन देणे संबंधित सेवा पुरवठादार एजन्सीवर बंधनकारक राहील.

१३) बाह्ययंत्रणेमार्फत नियुक्त कर्मचाऱ्यास देय संविधानिक वसुलीच्या रकमा संबंधित कर्मचाऱ्याच्या वेतन चिठ्ठीमध्ये स्पष्टपणे नमूद करुन त्यानंतर त्या संबंधित प्राधिकरणाकडे जमा करणे आवश्यक आहे. याबाबत उपभोक्ता विभागाने संबंधित सेवा पुरवठादार एजन्सीसोबत कार्यारंभ आदेश/ करार करतेवेळी स्पष्टपणे नमूद करणे आवश्यक राहील.

१४) तसेच संबंधित एजन्सीने पुरवठा केलेल्या मनुष्यबळास अदा केलेल्या वेतनाबाबत हजेरी तथा पगारपत्रक (Attendance cum wage Register) ठेवणे बंधनकारक राहील व ते कामगार विभागाच्या HRMS पोर्टलवर अपलोड करणे बंधनकारक राहील. तसेच या हजेरी तथा पगारपत्रकाची पडताळणी करण्याचे अधिकार कामगार विभागाकडे राहतील.

१५) या विभागाने निश्चित केलेल्या मनुष्यबळाच्या वर्गवारीमध्ये एखाद्या विभागातील/ कार्यालयातील मनुष्यबळ वर्गवारीचा समावेश नसल्यास संबंधित विभागाने कामगार विभागास तसे अवगत करावे. कामगार विभाग, सदर मनुष्यबळाच्या वर्गवारीच्या नजिकतम (Nearest) मनुष्यबळ वर्गवारी निश्चित करुन सदर वर्गवारीनुसार अदा करावयाचे दर संबंधित विभागास उपलब्ध करुन देईल. तथापि, एखाद्या विभागास/ कार्यालयास लागणारे मनुष्यबळ/ वर्गवारी, नजिकतम मनुष्यबळ वर्गवारीशी निश्चित करणे शक्य नसल्यास यासोबतच्या **"परिशिष्ट-क"** येथील Standard Operating Procedure (SOP) मधील तरतूदीनुसार अशा मनुष्यबळाचे दर, संबंधित विभाग सद्यस्थितीत त्याप्रकारच्या मनुष्यबळास अदा करत असलेले विद्यमान दर विचारात घेऊन व विविध

कामगार अधिनियमांची अंमलबजावणी होईल अशाप्रकारे निश्चित करुन संबंधित विभागास मनुष्यबळ उपलब्ध करुन देईल.

१६) कामगार आयुक्तांनी कामगार विभागाच्यावतीने सेवापुरवठादार एजन्सीबरोबर दिनांक १४.०३.२०२३ रोजीच्या शासन निर्णयास अनुसरुन केलेले करार यापुढेही अस्तित्वात राहतील. तथापि, त्यामध्ये या शासन निर्णयाप्रमाणे सुधारणा करणे आवश्यक असल्यास सदर सुधारणा करणे बंधनकारक राहील. याशिवाय पुरवठादार पॅनलमधील ज्या एजन्सीबरोबर अद्याप करार करण्यात आलेले नाहीत त्यांच्या संदर्भातील करार कामगार आयुक्तांच्या मार्फत करण्यात येतील.

१७) याशिवाय ज्या एजन्सीने यापूर्वीच्या शासन निर्णयानुसार सर्व सूचनांचे पालन करुन उपभोक्ता विभागाशी करार केले आहेत, त्यांना नव्याने करार करण्याची आवश्यकता राहणार नाही. परंतू, यापूर्वीच्या करारानुसार नियुक्त करण्यात आलेल्या मनुष्यबळाच्या वेतनामध्ये या शासन निर्णयाप्रमाणे आवश्यक त्या सुधारणा/ बदल करणे बंधनकारक राहील.

१८) सेवा पुरवठादार एजन्सी व उपभोक्ता विभाग (User Department) यांच्यात करावयाच्या करारनामा मसुदा **"परिशिष्ट-ड (ड-१ व ड-२)"** प्रमाणे राहील.

१९) निविदेतील सर्व अटी व शर्तींचे पालन करणे निविदाधारकांवर बंधनकारक राहील.

२०) दिनांक १४.०३.२०२३ च्या शासन निर्णयाप्रमाणे सेवापुरवठादार व उपभोक्ता विभाग यांच्या सोयीसाठी कामगार आयुक्त कार्यालयात स्वतंत्र कक्ष स्थापन करण्यात आले आहेत. तसेच, सदर कक्षावर संनियंत्रण ठेवणेसाठी प्रधान सचिव (कामगार) यांचे अध्यक्षतेखाली संनियंत्रण कक्ष स्थापन करण्यात आले आहे. सदर कक्ष कायम ठेवण्यात येत आहे.

२१) यापूर्वी शासन निर्णयाप्रमाणे HRMS पोर्टल विकसित करण्यासाठी वेब पोर्टलला मान्यता देण्यात आली असून सदर मान्यता कायम ठेवण्यात येत आहे.

४. सदर शासन निर्णय महाराष्ट्र शासनाच्या www.maharashtra.gov.in या संकेतस्थळावर उपलब्ध करण्यात आला असून त्याचा संकेतांक २०२३०९०६१७१७१२३५१० असा आहे. हा शासन निर्णय डिजीटल स्वाक्षरीने साक्षांकित करून काढण्यात येत आहे.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने,

SHRIRAM DHONDUJI GAWAI

Digitally signed by SHRIRAM DHONDUJI GAWAI
DN: c=IN, o=GOVERNMENT OF MAHARASHTRA, ou=INDUSTRIES ENERGY AND LABOUR DEPARTMENT,
2.5.4.20=d77e1f8ad251b836ba0755598f2479c4b525ec5e71fb1118a0ff819fb7bb5672, postalCode=400032, st=Maharashtra,
serialNumber=9574A78195A51E1038C53592DC192140AC2C4D4C6EEDCCC93200D9E7F24C2D73, cn=SHRIRAM DHONDUJI GAWAI
Date: 2023.09.06 18:50:08 +05'30'

(श्रीराम गवई)

कार्यासन अधिकारी, महाराष्ट्र शासन

प्रत:-

१. मा. अध्यक्ष/ सभापती, विधानसभा/ विधानपरिषद, महाराष्ट्र विधानमंडळ सचिवालय, मुंबई.

२. मा. विरोधी पक्षनेता, विधानसभा/ विधानपरिषद, महाराष्ट्र विधानमंडळ सचिवालय, मुंबई.
३. सर्व मा. विधानसभा/ विधानपरिषद सदस्य.
४. मा. राज्यपाल यांचे सचिव.
५. मा. मुख्यमंत्री यांचे सचिव.
६. मा. उप मुख्यमंत्री (गृह) यांचे सचिव.
७. मा. उप मुख्यमंत्री (वित्त) यांचे सचिव.
८. सर्व मा. मंत्री व मा. राज्यमंत्री यांचे खाजगी सचिव.
९. सर्व मंत्रालयीन प्रशासकीय विभाग.
१०. सर्व मंत्रालयीन विभागांच्या अधिनस्त असलेल्या सर्व विभाग/ कार्यालयांचे प्रमुख.
११. प्रबंधक, मूळ न्यायालय शाखा, उच्च न्यायालय, मुंबई.
१२. प्रधान महालेखापाल (लेखा परीक्षा/लेखा व अनुज्ञेयता)-१, महाराष्ट्र राज्य, मुंबई.
१३. महालेखापाल (लेखा परीक्षा/लेखा व अनुज्ञेयता)-२, महाराष्ट्र राज्य, नागपूर.
१४. प्रबंधक, उच्च न्यायालय (अपील शाखा), मुंबई
१५. सचिव, महाराष्ट्र लोकसेवा आयोग, मुंबई.
१६. सचिव, महाराष्ट्र विधीमंडळ सचिवालय, मुंबई.
१७. कामगार आयुक्त, महाराष्ट्र राज्य, मुंबई.
१८. विकास आयुक्त (असंघटीत कामगार), मुंबई.
१९. संचालक, औद्योगिक सुरक्षा व आरोग्य संचालनालय, मुंबई.
२०. संचालक, बाष्पके संचालनालय, मुंबई.
२१. कल्याण आयुक्त, महाराष्ट्र कामगार कल्याण मंडळ, मुंबई.
२२. प्रबंधक, लोक आयुक्त व उप लोक आयुक्त यांचे कार्यालय, मुंबई.
२३. प्रबंधक, महाराष्ट्र प्रशासकीय न्यायाधिकरण, मुंबई.
२४. मुख्य माहिती आयुक्त, महाराष्ट्र राज्य, मुंबई.
२५. सर्व विभागीय आयुक्त.
२६. सर्व जिल्हाधिकारी.
२७. सर्व जिल्हा परिषदांचे मुख्य कार्यकारी अधिकारी.
२८. संचालक, लेखा व कोषागारे, मुंबई.
२९. संचालक, स्थानिक निधी लेखा परीक्षा, कोकण भवन, नवी मुंबई.
३०. अधिदान व लेखा अधिकारी, मुंबई.
३१. सह संचालक, लेखा व कोषागारे, कोकण/पुणे/नाशिक/औरंगाबाद/अमरावती/नागपूर.
३२. सह संचालक, स्थानिक निधी लेखा परीक्षा, कोकण/ पुणे/ नाशिक/ औरंगाबाद/ अमरावती/ नागपूर.
३३. सर्व जिल्हा कोषागार अधिकारी.
३४. उद्योग, ऊर्जा व कामगार विभागातील सर्व कार्यासने.
३५. पॅनलवरील सर्व सेवापुरवठादार एजन्सीज.
३६. निवडनस्ती / कामगार-८ संग्रहार्थ.

Annexure A

List of Types of Resource with its Man Month Cost

Highly Skilled Manpower Category

Sr. No.	Type of Resource	Minim4Rum Qualification	Minimum Experience	Man Month Rate (Exclusive of all the applicable Taxes) (in Rs.)
1	2	3	4	5
1.	Project Officer/ Manager	B. Tech/ B.E in CS, IT, EE. or equivalent, MCA	Min 10 years of experience	1,20000
2.	Project Consultant	Graduate with MBA in concerned faculty	Min 10 years of experience in relevant domain	1,50000
3.	Project Co-ordinator	Graduate in concerned faculty	Min 5 years of experience	64,000
4.	Training Manager	Graduate in concerned faculty	Min 5 years of experience	65,500
5.	Sr. Functional Consultant	Graduate with MBA in concerned faculty	Min 7 years of experience in relevant domain	1,20,000
6.	Functional Consultant	Graduate with MBA in concerned faculty	Min 4 years of experience in relevant domain	1,00,000
7.	Senior Engineer	BE Civil / Mechanical / Electrical / Diploma	Min 10 years of experience	75,000
8.	Junior Engineer	BE Civil/ BE Mechanical/ Electrical/Diploma	Min 3 years of experience for Diploma Holder only	40,000
9.	Marketing Expert	Graduate	Min 5 years of experience	40,000
10.	Counsellors	Graduate in concerned faculty	Min 5 years of experience	60,000
11.	Research Associate	Graduate in concerned faculty	Min 1 year of experience	47,000
12.	Course Coordinator	Graduate in concerned faculty	Min 5 years of experience	45,000
13.	District Coordinator	Graduate	Min 5 year of experience	45,000
14.	Superintendent	Graduate	Min 5 years of experience	45,000
15.	Audio Visual Officer	Graduate	Min 5 years of experience	55,000
16.	Audio Visual Coordinator/ Technician	Graduate	Min 3 year of experience	40,000

Sr. No.	Type of Resource	Minim4Rum Qualification	Minimum Experience	Man Month Rate (Exclusive of all the applicable Taxes) (in Rs.)
1	2	3	4	5
17.	Public Relation Officer	Graduate	Min 3 years of experience	45,000
18.	IT Database Specialist	B. Tech/ B.E in IT, EE	Min 08 years of experience	1,25,000
19.	Database Administrator	B. Tech/ B.E in IT, EE or equivalent, with certification like OCA-DBA/OCPDBA/MCDBA OCP-DBA/MCDBA	Min. 04 years of experience	85,000
20.	Desktop Engineer	B. Tech/ B.E in CS/EE, /MCA Additional certificates (preferable)	Min 1 years of experience	30,000
21.	IT Network Engineer	B. Tech/ B.E in IT, EE, or equivalent, Networks Certifications	Min 02 years of experience	45,000
22.	Sr. Network Engineer	BCA / B. Sc. Computer / B. Tech / B. E / MCA / MSC Computer or equivalent	Min 4 years of experience	50,000
23.	IT Network Specialist	B. Tech/ B.E in CS/IT/EE/Networks Certification in Networking	Min 8 years of experience	1,20,000
24.	IT Project Lead	B. Tech/ B.E in CS, IT,EE. or equivalent, MCA	Min 7 years of experience	90,000
25.	IT Project Manager	B. Tech / B. E / MCA / MSC Computer or equivalent	Min 10 years of experience	1,00,000
26.	Technical Architect	B. Tech/ B.E in CS/IT/EE/Networks Certification in Networking	Min 10 years of experience	1,50,000
27.	Business Analyst	B. Tech/ B.E in IT,EE/MCA or equivalent, MBA or equivalent	Min. 06 years of experience	95,000
28.	IT QA Lead	B. Tech/ B.E in IT, EE or equivalent / MCA	Min 6 years of experience	90,000
29.	IT Quality Manager	B. Tech/ B.E in IT, EE or equivalent / MCA	Min 10 years of experience	1,00,000
30.	IT Security Manager	B. Tech/ B.E in CS/IT/EE/Networks Certification in Security	Min 10 years of experience	1,00,000
31.	Senior Hardware Engineer	B. Tech/ B.E in IT, EE, or equivalent	Min 06 years of experience	75,000
32.	Hardware Engineer	BCA / B. Sc. Computer / B. Tech / B. E / MCA / MSC Computer or equivalent	Min 3 years of experience	45,500
33.	Senior Software Developer	B. Tech/ B.E in IT, EE or equivalent / MCA	Min 04 years of experience	90,000
34.	Software Developer	B. Tech/ B.E in IT, EE or equivalent	Min 02 years of experience	80,000

Sr. No.	Type of Resource	Minim4Rum Qualification	Minimum Experience	Man Month Rate (Exclusive of all the applicable Taxes) (in Rs.)
1	2	3	4	5
35.	IT Software Tester	. Tech/ B.E in IT, EE or equivalent	Min 3 years of experience	40,000
36.	IT System Specialist	B. Tech / B. E / MCA / MSC Computer or equivalent	Min 5 years of experience	1,00,000
37.	IT Coordinator	Graduate /Diploma/ITI	Min 2 years of experience for Graduate Min 3 years of experience for Diploma Min 5 years of experience for ITI	35,000
38.	IT Officer	Graduate	Min 3 years of experience	30,000
39.	IT Project Associate	Graduate in concerned faculty	Min 2 years of experience	30,000
40.	IT Project Coordinator	Graduate in concerned faculty	Min 2 years of experience	28,500
41.	IT Help Desk Support	Graduate in concerned faculty	Min 1 years of experience	25,000
42.	IT Help Desk Lead	Graduate in concerned faculty	Min 5 years of experience	40,000
43.	Training Assistants	Graduate in concerned faculty	Min 2 years of experience	30,000
44.	Training Coordinators	Graduate in concerned faculty	Min 6 months of experience	26,000
45.	Technical Assistant	Graduate in concerned faculty / Diploma / ITI	Min 1 years of experience for Graduate Min 2 years of experience for Diploma Min 3 years of experience for ITI	35,000
46.	Technical Officer	Graduate in concerned faculty	Min 2 years of experience	40,000
47.	Training Coordinator	Graduate in concerned faculty	Min 2 years of experience	33,500
48.	Training Manager	Graduate in concerned faculty	Min 5 years of experience	60,000
49.	Project Consultant	B. Tech / B. E / MCA / MSC Computer or equivalent	Min 10 years of experience in relevant domain	1,50,000
50.	Sr. Technical Consultant	B. Tech / B. E / MCA / MSC Computer or equivalent	Min 7 years of experience in relevant domain	1,30,000
51.	Technical Consultant	B. Tech / B. E / MCA / MSC Computer or	Min 5 years of experience in	1,00,000

Sr. No.	Type of Resource	Minim4Rum Qualification	Minimum Experience	Man Month Rate (Exclusive of all the applicable Taxes) (in Rs.)
1	2	3	4	5
		equivalent	relevant domain	
52.	Assistant Technical Consultant	BCA / B. Sc. Computer / B. Tech / B. E / MCA / MSC Computer or equivalent	Min 2 years of experience in relevant domain	80,000
53.	System Support Engineer	BCA / B. Sc. Computer / B. Tech / B. E / MCA / MSC Computer or equivalent	Min 2 years of experience	30,000
54.	District Project Manager	B. Tech / B. E / MCA / MSC Computer or equivalent	Min 7 years of experience	65,000
55.	Data Entry Operator	Graduate with MSCIT Course	Min. 1 year of experience	27.900
56.	Graphic Designer	Degree, Diploma or certificate course in graphic designing, Video Editing	Min 05 years of experience	75,000
57.	AutoCAD Designer	Graduate/Diploma/ITI	Min 1 years of experience for Graduate Min 2 years of experience for Diploma Min 3 years of experience for ITI	33,000
58.	Content Writer	Degree in Mass Communication, Journalism, English B.Com, Engineering, Social Sciences, Planning And Architecture	Min 03 years of experience	50,000
59.	Social Media Expert	Graduate	Min 04 years of experience	75,000
60.	Software Support Engineer	B. Tech/ B.E in IT, EE, MCA or equivalent	Min 2 years of experience	45,000
61.	District Project Lead	B. Tech/ B.E in CS/IT, EE, or equivalent/MCA	Min 06 years of experience	50,000
62.	Sr. Project Manager (Technical)	B. Tech / B. E / MCA / MSC Computer or equivalent	Min. 15 years of experience	2,00,000
63.	Project Director	B. Tech / B. E / MCA / MSC Computer/ MSW or equivalent	Min. 20 years of experience	2,50,000
64.	Surveyor	Graduate / Diploma / ITI with valid surveyor certificate	Min 1 years of experience for Graduate Min 2 years of experience for Diploma Min 3 years of experience for ITI	25,000
65.	Sr. Engineer Civil	BE / Diploma /ITI in Civil	Min 3 years of experience Min 5 years of experience for	75,000

Sr. No.	Type of Resource	Minim4Rum Qualification	Minimum Experience	Man Month Rate (Exclusive of all the applicable Taxes) (in Rs.)
1	2	3	4	5
			Diploma Holders Min 7 years of experience for ITI Holders	
66.	Junior Engineer- Civil	BE / Diploma in Civil	Min 1 years of experience Min 3 years of experience for Diploma Holders	40,000
67.	Sr. Engineer- Electrical	BE / Diploma /ITI in Electrical	Min 3 years of experience Min 5 years of experience for Diploma Holders Min 7 years of experience for ITI Holders	75,000
68.	Junior Engineer- Electrical	BE / Diploma in Electrical	Min 1 years of experience Min 3 years of experience for Diploma Holders	40,000
69.	Sr. Engineer- Mechanical	BE / Diploma /ITI in Electrical	Min 3 years of experience Min 5 years of experience for Diploma Holders Min 7 years of experience for ITI Holders	75,000
70.	Junior Engineer- Mechanical	BE / Diploma /ITI in Mechanical	Min 1 years of experience Min 3 years of experience for Diploma Holders Min 5 years of experience for ITI Holders	40,000

Skilled Manpower Category

Sr. No.	Type of Resource	Minimum Qualification	Minimum Experience	Man Month Rate (Exclusive of all the applicable Taxes) (in Rs.)
1	2	3	4	5
1.	Estate Manager	Graduate	min 5 years of experience	60,000
2.	Assistant Estate Manager	Graduate	min 3 years of experience	45,000
3.	Law Officer	LLB/LLM	Min 3 years of experience for LLM Degree Holder Min 5 years of experience for LLB Degree Holder	70,000
4.	Assistant Law Officer	LLB	min 3 years of experience	50,000
5.	Asst. Law Coordinator	LLB	min 2 years of experience	47,500
6.	Associate Public Relation Officer	Graduate (preferably Mass Media qualification)	min 3 years of experience	54,000
7.	Assistant Public Relation Officer	Graduate (preferably Mass Media qualification)	min 2 years of experience	50,000
8.	Teacher	B.Ed / D.Ed / PTC or relevant diploma /degree and TET and TAT qualified	Min 3 years of experience	35,000
9.	Assistant Teacher	B.Ed / D.Ed / PTC or relevant diploma /degree and TET and TAT qualified	min 2 years of experience	25,000
10.	Account Officer	B. Com	Min 5 years of experience	50,000
11.	Deputy Accountant	B.Com	Min 4 years of experience	45,000
12.	Senior Accountant	B.Com	min 3 years of experience	43,500
13.	Junior Accountant	B.Com	min 1 years of experience	40,000
14.	Deputy Auditor	M Com / B. Com	min 2 years of experience for M COM degree holders min 3 years of experience for B COM degree holders	40,000
15.	Auditor	M. Com	Min 5 years of experience / Article ship under practicing CA	67,500

Sr. No.	Type of Resource	Minimum Qualification	Minimum Experience	Man Month Rate (Exclusive of all the applicable Taxes) (in Rs.)
1	**2**	**3**	**4**	**5**
16.	Assistant Auditor	B. Com	min 3 years of experience	43,000
17.	Junior Auditor	B.Com	min 2 years of experience	35,000
18.	Bank Coordinator	Graduate	min 1 year of experience	30,000
19.	Course Assistant	Graduate in concerned faculty	min 1 year of experience	30,000
20.	Draftsman	ITI / Diploma	min 2 years of experience	35,000
21.	Establishment Officer	Graduate	min 3 years of experience	45,000
22.	Establishment Assistant	Graduate	min 2 years of experience	30,000
23.	Head Clerk	Graduate	min 5 years of experience	43,000
24.	Senior Clerk	Graduate	min 4 years of experience	32,500
25.	Junior Clerk cum PA	Graduate with MSCIT and typing (Marathi/English)	min 2 years of experience	27,900
26.	Hostel Manager	Graduate	min 3 years of experience	43,000
27.	HR Admin Officer	MBA in HR or equivalent qualification	min 6 years of experience	50,000
28.	Junior Project Officer	Graduate	min 2 years of experience	45,000
29.	Lab Technician	DMLT	min 2 years of experience	31,000
30.	Librarian	Graduate in concerned faculty	min 5 years of experience	35,000
31.	Assistant Librarian	Graduate in concerned faculty	min 3 year of experience	30,000
32.	Librarian Attendant	Graduate	min 1 years of experience	26,500
33.	Office Assistant	Graduate	min 1 year of experience	30,000
34.	Taluka Coordinator	Graduate	min 2 years of experience	26,500

Sr. No.	Type of Resource	Minimum Qualification	Minimum Experience	Man Month Rate (Exclusive of all the applicable Taxes) (in Rs.)
1	**2**	**3**	**4**	**5**
35.	Executive Assistant to Officer	Graduate	min 3 years of experience	32,500
36.	Personal Assistant	Graduate with MSCIT and typing (Marathi/English)	min 2 years of experience	27.900
37.	Record Keeper	B. Com	min 2 years of experience	30,000
38.	Store Manager	Graduate	min 5 years of experience	35,000
39.	Store keeper	Graduate	min 2 years of experience	32,500
40.	Research Assistant	Graduate	min 2 years of experience	45,000
41.	Samtadoot	Graduate	min 1 year of experience	25,000
42.	Various Doots/ Mitra/ field level officer for pilot projects/ Special Projects/ Innovative Projects etc.	Graduate in concerned faculty	Min 5 years of experience	26,500
43.	Statistical Assistant	B.Com	min 3 years of experience	35,000
44.	Stenographer	Graduate with MSCIT and shorthand certificate (80wpm)	min 3 years of experience	38,000
45.	Steno-typist	Graduate with MSCIT and shorthand certificate (80wpm)	min 2 years of experience	36,500
46.	Plant Operator	B. E. / Diploma	min 2 years of experience for Degree holder and min 5 years' experience for Diploma holder	30,000
47.	Telephone Operator	Graduate with relevant course / certification	min 2 years of experience	26,500
48.	Driver	HSC / Graduate with relevant and valid vehicle driving license	min 2 years of experience	30,000
49.	Supervisor	Graduate	min 5 years of experience	27.900
50.	Traffic Warden	HSC / Graduate	Graduate to have min. 2 years of experience And no experience required if Ex-Servicemen	25,000

<u>**Semi-Skilled Manpower Category**</u>

Sr. No.	Type of Resource	Minimum Qualification	Minimum Experience	Man Month Rate (Exclusive of all the applicable Taxes) (in Rs.)
1	**2**	**3**	**4**	**5**
1	Caretaker (Female)	12th Pass	min 2 years of experience	30,000
2	Caretaker(Male)	12th Pass	min 2 years of experience	30,000
3	Carpenter	12th Pass	min 2 years of experience	32,500
4	Senior Gardener (Head Mali)	12th pass	min 2 years of experience	31,500
5	Gardener	12th Pass	min 2 years of experience	30,000
6	HouseKeeping Assistant	12th Pass	min 2 years of experience	30,000
7	Lift Operator (Liftman)	12th Pass	min 2 years of experience	30,000
8	Store Assistant	12th Pass	min 2 years of experience	30,000

Unskilled Manpower Category

Sr. No.	Type of Resource	Minimum Qualification	Minimum Experience	Man Month Rate (Exclusive of all the applicable Taxes) (in Rs.)
1	**2**	**3**	**4**	**5**
1	Attendant	Not Applicable	min 1 years of experience	25,000
2	Cleaner	Not Applicable	min 2 years of experience	27,500
3	Dresser/ Dressing Mazdoor	Not Applicable	min 2 years of experience	29,500
4	Laborer (Majur)	Not Applicable	min 2 years of experience	27,500
5	Mazdoor	Not Applicable	min 2 years of experience	27,500
6	Messenger	Not Applicable	min 2 years of experience	25,000
7	Helper	Not Applicable	min 2 years of experience	25,000
8	Trammer (Gadiwala)	Not Applicable	min 2 years of experience	25,000
9	Sweeper	Not Applicable	min 1 year of experience	27,500
10	Peon	12th Pass	min 1 years of experience	25,000

Annexure B

Bifurcation of Salary and Man Months offered to Resource and Agency considering Man Month Rate of Rs.1000

Sr. No.	Type of Resource	L1 Rate (Exclusive of all the applicable Taxes	Service Charge to Agency (@15% of L1 Rate)	Miscellaneous Cost to Agency (1% of L1 Rate) (Training, HR, Admin, Bench Strength, Uniform cost, etc)	1% Cess	Payment towards Employee after deduction of Service Charge, Misc. Cost and Cess	Statutory Deductions from Payment towards Employee by Agency		Employee Salary	Statutory Deductions from Employee Salary by Employee		Net Employee Salary
							PF of Employee Payment (@13%)	ESIC of Employee Payment (3.25%)		PF Contribution of Employee (12% of Employee Salary)	ESIC Contribution of Employee (0.75% of Employee Salary)	
1	XYZ	1,000	150	10	10	830	108	27	695	83	5	606
	Percentage Breakdown		15.00	1.00	1.00	83.00	10.79	2.70	69.51	8.34	0.52	60.65

Annexure C

Standard Operating Procedure for Deployment of Manpower through Empanelled Agencies

Background:

- The Labour Department, Govt. of Maharashtra (herein after referred to as 'Department') vide its GR dated 14th March 2023 issued list of empanelled agencies for providing manpower on Fixed Term Basis under all Four (4) Categories namely Highly Skilled, Skilled, Semi-Skilled and Unskilled to all Government/ Semi Government, Urban and Rural Local Bodies, Corporations, Boards, PSUs and other Govt. Establishments (herein after referred to as 'User Department') throughout the State. The GR also States man-month rates for each type of resource and also specifies a Standard Operating Procedure applicable to The Labour Department, User Department and Empanelled Agencies.
- The Labour Department is setting up Outsourced Manpower Cell for management and monitoring of all activities of outsourcing.
- Labour Department (Outsourced Manpower Cell) is developing an Online Portal (Human Resource Monitoring System - HRMS) for effective Administrative / Financial Monitoring of all the important processes involved in deployment of Manpower in both Normal and Emergency Situations

Purpose:

The purpose of this SOP is to assist the Labour Department, User Department and Empanelled Agency for effective deployment of manpower across the State in the most seamless manner.

Standard Operating Procedure (SOP) to be adopted by the concerned Stakeholders (User Department/ Labour Department/ Department and Empanelled Agencies), is as below:

1. Registration of User Department & Empanelled Agencies:

i. The User Department who wants to take up services of the Third Party Outsourced Manpower, on a Fixed Term basis, shall mandatorily do a registration on the HRMS Portal, developed for this purpose by the Labour Department.

   Registration process will capture all the relevant details such as Name of the User Dept., Type of User Department, Office Address, Contact Details, Name and Designation of HOD/ Concerned Officials, Purpose of Registration, etc. and a profile of the User Department will be created. A System Generated Unique ID shall be created for User Department for further processing.

ii. Similarly, The Empanelled Agencies shall also register themselves on the HRMS Portal. A unique id shall be generated for each Empanelled agency for further processing.

iii. Empanelled Agencies who have submitted their bid in consortium, as per their discretion, may choose to create a Special Purpose Vehicle (SPV) and register Special Purpose Vehicle (SPV) with Labour Department.

2. **Approval from Hon'ble Minister of respective User department**

    i. Head of Department (HOD) shall assign any officer (DDO Level or Higher) as Nodal Officer for carrying deployment of manpower.

    ii. It shall be the responsibility of the HOD of the concerned Department to take prior approval of the concerned Minister for selecting the agency for deployment of manpower.

    iii. User Department shall ensure selection of appropriate agency for type of resource from required manpower category.

    iv. In case exact match of job posts / job roles, as required by User Department, is not available in resource list provided in GR, User Department can select closest matching job posts/ job roles as per GR.

3. **Online Service Request for obtaining the Manpower Services:**

    i. Once registered, the User Department can place an Online Service Request for seeking the Manpower Services by following procedure laid down in Para 2 above, through HRMS Portal. This online request will capture important details such as Category of Manpower needed, Job Roles along with required Quantity, Tentative Duration of Deployment of each job role, Expected Date of Deployment, Consent to Acceptance to Terms and Conditions, etc. There will be a provision for uploading the relevant documents along with this Online Service Request.

4. **Issuance of Work Order to Empanelled Agency:**

    i. User Department shall send Manpower request to selected agency on HRMS portal. Agency shall have to accept the request in T+3 days.

    ii. On acceptance of request by Agency, User department shall issue Work Order either by digitally signing or physically signing the Work Order in T+7 days from acceptance from agency.

    iii. User department shall digitally or physically sign the Work Order. Empanelled Agency shall provide consent / acceptance to Work Order within 3 Working Days from receipt of the Work Order.

    iv. The User department shall sign bi-patriate Agreement with the Empanelled agency once the consent/ acceptance to Work Order has been received from the Empanelled Agency. This signed bi-patriate agreement shall have to be uploaded on HRMS portal by the User Department. Model agreement to be signed as bipartite agreement between User Department and Empanelled Agency shall be uploaded on HRMS portal by the Labour Department. No additional Bank Guarantee shall be required to sign bi-patriate Agreement with User Department.

    v. In case of rejection of the Online Service Request, the User Department will be intimated about the same with appropriate reasons for rejection.

vi. The User Department shall not issue any work order to the Empanelled Agency outside HRMS Portal. Further, the Empanelled Agency should not accept any such work order issued outside of HRMS Portal.

5. **Renewal Requests:**

Similarly, for those User Departments who wish to renew the services that they have already sought, shall be able to do so using the Online Renewal Request mechanism on the portal, at least 1 month before the date of expiry of contract. In case of renewals, the User Department will have a choice to place an online request for a change in the currently deployed Empanelled Agency or continue with the same Empanelled Agency. User Department shall give one month prior notice for discontinuation of manpower services.

6. **Deployment of Manpower:**

i. Agency shall deploy manpower within 30 days from signing of bi-partite agreement between User Department and Empanelled Agency

ii. It will be the responsibility of Empanelled Agency that prior to the deployment; it shall undertake all required verification of the resources and the manpower (their employees to be deployed on project) as per User Department's working conditions for fixed term employment only.

iii. User Department shall examine the qualification, experience etc. of the personnel provided before/during they are put on area positions. User Department has every right to reject the personnel, if the same is not acceptable, before or after commencement of the work order by providing the reasonable justification for the rejection.

iv. The resources employed & deployed by the Empanelled Agency should have requisite qualifications and experienced with specialization in identified required work. These resources shall perform their duties in accordance with the instructions given by the officers of the User department from time to time. Agency shall conduct skill development training programs, preferably in Government Training Centers at the cost of agency, for the resources being deployed on regular basis as required and charges shall be borne by agency from their administrative fees / charges. If manpower has been trained on respective skill from government institution / organizations in two years before time of deployment, then respective manpower will be exempted from taking same training again for the particular skill.

v. If the User Department so recommends, a deployed resource must be replaced by the Empanelled Agency within a period of 10 working days.

vi. The Empanelled Agency shall ensure that, at no time there be more than 10% of the provided manpower on leave or absent from the duty.

vii. In case of continuous leave of 5 working days, the Empanelled agency shall ensure temporary replacements of resources without any additional liabilities to User department.

viii. Empanelled Agency needs to inform User Department, 1(one) month in advance [Work Order end date or 1 month, whichever is lesser] before the deployed manpower will leave any ongoing assignment (under any circumstances). Failing this will lead to penalty of amount equal to one-month respective resource's Work Order value.

ix. Attendance of resources should be marked using IT System / Mobile App in timely manner.

x. Agency in coordination with User Department shall provide all necessary working conditions for employee.

7. Payment:

The User Department shall make payment to the Empanelled agency as follows:

i. Empanelled Agency shall submit their invoice alongwith online attendance of resources to User Department within 3 working days in subsequent month using HRMS portal.

ii. Payment process shall be as below

a. 'Total Man-month cost' will be calculated through HRMS portal based on job roles, number of resources deployed, online attendance of resources, manpower rates as per GR dated 14.03.2023. This 'Total Man-month cost' shall be exclusive of all applicable taxes.

b. Agency shall generate invoice by adding 100% of 'Total Man-month cost' and applicable taxes (GST as per prevailing rates) to it. 'Total Man-month cost' plus applicable taxes will be 'Total Invoice Amount' and submit this invoice along with online attendance to User Department, which shall be paid by User Department within 7 Working Days from the Date of Submission of invoice.

iii. User Department shall take following actions regarding submitted Invoice.

a. User Department shall calculate 1% of 'Total Man-month cost' as Cess and deduct from 'Total Invoice Amount'. Cess amount shall be payable by User Department within 7 Working Days from the Date of Submission of invoice, in designated bank account created for this purpose by Labour Department.

b. User Department shall calculate 2% of Total Man-month cost' as TDS on Income Tax and deduct from 'Total Invoice Amount'

c. User Department shall calculate 2% of Total Man-month cost' as TDS on GST and deduct from 'Total Invoice Amount'

d. Net Payable Amount to agency shall be obtained After deduction of Cess, TDS on Income Tax and TDS on GST from 'Total Invoice Amount'.

नमुना परिगणना तक्ता

Invoice Creation by Agency				
Sr. No	Job Role	Number of Resources	Man-Month Rate	Total Man-Month Cost for Resource
1	Head Clerk	5	57,800	2,89,000
2	Junior Clerk	5	32,800	1,64,000
3	Total Man-month cost			4,53,000
4	GST @18%			81,540
5	Total Invoice Amount			5,34,540

Processing at User Department			
Sr. No	Particular	Value	
1	Total Man-month cost	4,53,000	
2	CGST @9% of Total Man-month cost	40,770	
3	SGST @9% of Total Man-month cost	40,770	
4	Total Invoice Amount	5,34,540	
5	Deduction of Cess @1% of Total Man-month cost	4,530	Payable to Labour Department
6	Income Tax TDS @2% of Total Man-month cost	9,060	Payable to Income Tax
7	GST TDS @2% of Total Man-month cost	9,060	Payable to GST
8	Net Payable	5,11,890	Payable to Agency

iv. If User department makes payment through State Treasury/Account Department, User department shall have to create different payment orders as above.

v. After payment processing from State Treasury / Account Department, UTR number for respective payment shall be entered in HRMS portal for information to Labour Department and Agency.

vi. User department which can make payments directly without going through State Treasury, can process invoice as per procedure laid down in Para 7(ii) and make payment using payment gateway in HRMS portal.

vii. The User Department shall make payment to the Empanelled Agency directly within 7 Working Days from the Date of Submission of invoice with online attendance by the Empanelled Agency to the User Department. Agency shall be responsible for monthly payment of staff irrespective of payment received from User Department. Agency shall provide monthly salary slips to all employees clearly showing all statutory deductions and net salary. Bifurcation of Salary and Man Month Rates for Resource and Agency is provided in Annexure below.

viii. For those employees for whom ESIC is applicable, contribution amount (3.25% of Payment towards Employee) shall be deducted as per the law and for those employees for whom ESIC is not applicable, the contribution amount shall be deposited in their Net Salary and may be utilized for medication/medical insurance purpose.

ix. Ex-gratia, LWPH (Leave with Paid Holiday) and Gratuity amount as per Statutory norms shall be paid to employee as part of Net Employee Salary on monthly basis.

x. All payments to Empanelled Agency will be made subject to deduction of TDS (Tax deduction at Source) applicable to deployment of professionals as per the income Tax Act, 1961, and also

applicable penalty & other taxes, if any, as per Government of India & Government of Maharashtra rules.

xi. In case the submission of monthly bills to the User Department by the Agency beyond 15 days from the last day of the month in which the manpower services have been provided, the entire liability towards payment of interest/penalty to the tax authorities would be borne by the respective Empanelled Agency; so that neither the User Department nor the Department is burdened unnecessarily with this amount/penalty etc. The entire amount will be deducted from the payment due to respective Empanelled Agency.

8. Penalties:

i. Any unjustified and unacceptable delay resulting from reasons attributable to the Empanelled Agency as per Work order will render the Empanelled Agency liable for liquidated damages at the rate as mentioned in the following sections.

ii. Penalty shall be applicable and processed as follows:

a. Post Award of the Work order, it shall be responsibility of Empanelled Agency to timely intimate User Department regarding any delay / issues for deployment of manpower as per Work Order issued to them.

b. On receipt of such information regarding any delay from Empanelled Agency, User Department may condone the delay and accept delayed deployment of manpower, or cancel the work order.

c. On award of Work Order, if empanelled agency does not deploy any manpower within 30 days and said delay was not condoned by User Department, then said work order shall be cancelled with immediate effect. In such event, one default shall be earmarked against Empanelled Agency and penalty of 1% of respective resource's value shall be levied on Empanelled Agency.

d. Similarly, for any partial deployment by Empanelled Agency, which is not condoned by User Department, penalty will be imposed by User Department on Empanelled agency at the rate of 0.5% per day of the services not delivered. Such penalty shall be recovered by User Department from invoices payable to empanelled agency or by raising claims to Empanelled Agency.

e. Overall penalty for an Empanelment Agency subject to a maximum of 10% of the contract value, post which said contract shall be terminated by User Department.

f. If invoices amount does not suffice for penalty amount, then User department may request Labour Department to take appropriate action.

iii. On three recurrences of default related to non-execution of work orders for reasons attributable to the Empanelled Agency, Labour Department may stop said Empanelled Agency from accepting any further Work Orders.

iv. If Empanelled Agency fails to remedy such default in spite of 30 days' written notice from User department to cure such default, Labour Department would be free to forfeit the defaulting Empanelled Agency's Performance Bank Guarantees received against the affected work orders and/ or termination of the Contract provided.

v. Penalty amount recovered from Bank guarantee shall be recouped by Empanelled Agency within 15 days, failing which empanelment contract shall be terminated with immediate effect by the User Department

vi. The Empanelled Agency shall not refuse to accept work order under any pretext. The selected Agency shall do the deployment of manpower within 30 working days / as per requirement of User Department, from the date of work order, failing which work order will stand cancelled and shall attract penalty.

vii. If the Empanelled Agency for reasons attributable to it is not able to deploy the manpower as per the terms and conditions of the work order, applicable penalty clause shall be invoked and Department may forfeit Security Deposit/Performance Bank Guarantee in full. Besides this Department reserves the right to take any legal action against the Empanelled Agency.

viii. Empanelled Agency needs to inform User Department and Labour Department, 1(one) month [Work Order end date or 1 month, whichever is lesser] in advance before the deployed manpower will leave any ongoing project (under any circumstances). Failing this will lead to penalty of amount equal to one-month manpower's Work Order value and 1 default shall be earmarked against Empanelled Agency.

9. Online Grievance Redressal:

The HRMS Portal shall have provision to raise Online Grievances which will be handled by a dedicated Support Team, which will be part of HRMS portal.

10. Operational Points:

i. The Empanelled Agency shall provide resumes of suitable resources against deployment of each type of resource to the concerned head of the User Department.

ii. Head of the Department / Officer of the User Department shall conduct interview if required and shortlist the resource/s.

iii. Once the resource is deployed, the respective representative of the User Department shall allocate the work to be done to respective resource/s and the resource shall report to the User department's officials for all work related purpose.

iv. The Empanelled agency shall deploy the manpower within 30 days (or within such additional time as may be allowed by the User Department) from the date of receipt of work order. Any additional deployment as requested by the User Department shall have to be met within 60 days (or within such additional time as may be allowed by the User Department) from the date of work order issued by the User Department.

v. Depending on the business requirement Empanelled agency can reshuffle / withdraw/replace the resource/s, with prior permission of User Department.

vi. Also, if resource is not found suitable for any reasons by the User Department, the User Department should report to agency to withdraw / replace the resource with due approval. The Empanelled agency shall withdraw / replace the respective resource after such approval of the User Department.

vii. In case of misbehaviour / misconduct / malpractices / sexual harassment done by any of onsite deployed resource, Empanelled Agency shall immediately replace the resource involved in malpractice / misconduct / misbehaviour /sexual harassment, on intimation of same by User Department. Necessary legal action, as applicable, shall be initiated, for any misbehaviour / misconduct / malpractices / sexual harassment, by Empanelled Agency or User Department.

viii. The User Department shall pay the agreed man-month rate for the deployed resources to the Empanelled agency as per the payment terms, failing which the Empanelled agency shall have right to withdraw the resources.

ix. Government Holidays will be applicable to the resources deployed by Empanelled agencies in Government Department / Semi-Government Department / Local Bodies/ Corporations/ Public Sector Organizations during the empanelment period. Compensatory Off may be allowed by the User Department in case the resources have worked on Govt. Holidays.

x. In case of night shift work allotted to female employees, appropriate transport and other facilities, as per labour laws, shall be provided by Empanelled Agency.

11. Adding Type of Resource to existing Master List:

For type of resource not mentioned in the Resource list, following process would be adopted:

i. Labour Department shall form a committee which will review all requests received on HRMS Portal from all the Empanelled agencies, for addition of new type of resource in the Master list in the Agreement every six months.

ii. The committee will shortlist the type of resource and their categories to be included in the Master List of Resources.

iii. The committee may then call for online submission of man month rates (Commercial Quote) against each of the type of resource shortlisted in point 2 above, from the agencies

empanelled in concerned manpower category, in an encrypted manner using the HRMS Portal.

iv. The Committee may open the commercial quote and declare the L1 Rates for each of type of resource.

v. These type of resource may be then added in the Master List and an official communication shall be submitted to all the Empanelled Agencies User Departments regarding the addition of new type of resource.

vi. The Committee shall ensure that there is not more than 10% increase in 1 year, in the total count of type of resource in the Master List of Type of Resource in any manpower category under the scope of this tender.

vii. Entire responsibility of deployment and payment shall be the responsibility of the User Department.

Standard Operating Procedure for Deployment of Manpower through Empanelled Agencies during any Crisis/Emergency Situations such as Natural Disasters/ State Govt. Employee Strike

Background:

- The Labour Department, Govt. of Maharashtra (herein after referred to as 'Department') vide its GR dated 14th March 2023 issued list of empanelled agencies for providing manpower on Fixed Term Basis under all Four (4) Categories namely Highly Skilled, Skilled, Semi-Skilled and Unskilled to all Government/ Semi Government, Urban and Rural Local Bodies, Corporations, Boards, PSUs and other Govt. Establishments (herein after referred to as 'User Department') throughout the State. The GR also States man-month rates for each type of resource and also specifies a Standard Operating Procedure applicable to The Labour Department, User Department and Empanelled Agencies.
- The Labour Department is setting up Outsourced Manpower Cell for management and monitoring of all activities of outsourcing.
- Labour Department (Outsourced Manpower Cell) is developing an Online Portal (Human Resource Monitoring System - HRMS) for effective Administrative / Financial Monitoring of all the important processes involved in deployment of Manpower in both Normal and Emergency Situations

Purpose:

The purpose of this SOP is to assist the Labour Department, User Department and Empanelled Agency for effective deployment of manpower across the State in the most seamless manner.

Standard Operating Procedure (SOP) to be adopted by the concerned Stakeholders (User Department/ Labour Department/ Department and Empanelled Agencies), is as below:

1. Registration of User Department & Empanelled Agencies:

i. The User Department who wants to take up services of the Outsourced Manpower, on a Fixed Term basis, shall mandatorily register on the HRMS Portal. Those User Departments which are already registered do not need to register again.

ii. Registration process will capture all the relevant details such as Name of the User Dept., Type of User Department, Office Address, Contact Details, Name and Designation of HOD/ Concerned Officials, etc. and a profile of the User Department will be created. A System Generated Unique ID shall be created for User Department for further processing.

iii. All the Empanelled Agencies shall be registered on the HRMS Portal. A unique id shall be generated for each Empanelled agency for further processing.

iv. In case of emergency situations, the registrations can be carried out in an offline manner where the request for registration can be sent, on an email specially created for this purpose, to the Outsourced Manpower Cell at the Labour Commissionerate Office (henceforth referred as OM Cell).

v. In case exact match of job posts / job roles, as required by User Department, is not available in resource list provided in GR, User Department can select closest matching job posts/ job roles as per GR.

2. Approval from respective department's Hon'ble Minister

i. Head of Department (HOD) shall assign any officer (DDO Level or Higher) as Nodal Officer for carrying deployment of manpower

ii. It shall be the responsibility of the HOD of the concerned Department to take prior approval of the concerned Minister for selecting the agency for deployment of manpower.

iii. The User Department shall immediately inform the OM Cell regarding any such requirement so that OM Cell can take appropriate steps for ensuring the manpower deployment

3. Service Request for obtaining the Manpower Services:

i. Nodal Officer will enter manpower requirement on HRMS portal, select Agency and upload Minister approval confirmation on the portal.

ii. Manpower request shall be sent to selected agency on HRMS portal. Agency shall have to accept the request in T+1 days.

iii. In some situations, it is possible that One Agency may not be able to deploy large number of manpower in short notice particularly during Natural Disasters, Law and Order Situations and so on. Therefore the User Department will have the right to bifurcate their manpower requirements between multiple agencies.

iv. For manpower requests in Crisis/Emergency Situation, duration of deployment in HRMS portal will be kept optional. Duration for such deployment may depend on prevailing situation, and shall be kept open ended.

v. User Department may request Agency to stop / discontinue deployment of manpower by giving notice of 15 working days.

vi. In case of emergency situations, it is possible that specific requirements of job roles such as nurses, bed side assistants etc. are not covered in the Annexure for List of Types of Resources issued by the Labour

Department. The service requests for such resources from various User Departments shall also be provided by the Empanelled Agencies.

4. Issuance of Work Order to Empanelled Agency:

i. On acceptance of request by Agency, User department shall issue Work Order either by digitally signing or physically signing the Work Order in 1 working days from acceptance from agency.

ii. Work order in Crisis/Emergency Situation can serve as commencement of contract until bi-partite agreement is signed between User Department and Agency. No additional Bank Guarantee shall be required to sign bi-patriate Agreement with User Department.

iii. All these documents in specific emergency situations can also be done in offline mode also.

5. Renewal Requests:

i. Similarly, for those User Departments who wish to renew the services that they have already sought, shall be able to do so using the Online Renewal Request mechanism on the portal, at least 1 week before the date of expiry of contract. In case of emergency situations, the renewal requests can be sent, on an email specially created for this purpose, to the OM Cell at the Labour Commissionerate Office

ii. In case of renewals, the User Department will have a choice to place an online request for a change in the currently deployed Empanelled Agency or continue with the same Empanelled Agency. User Department shall give one month prior notice for discontinuation of manpower services.

6. Deployment of Manpower:

i. Agency shall deploy manpower within 7 days from placing of Work Order

ii. It will be the responsibility of Empanelled Agency that prior to the deployment; it shall undertake all required verification of the resources and the manpower (their employees to be deployed on project) as per User Department's working conditions for fixed term employment only.

iii. These resources shall perform their duties in accordance with the special instructions given by the officers of the User department from time to time

iv. Agency shall deploy only such manpower which is well trained to handle work in emergency situations and is able to carry out tasks efficiently in short time.

v. If the User Department so recommends, a deployed resource must be replaced by the Empanelled Agency within a period of 5 working days.

vi. The Empanelled Agency shall ensure that, at no time there be more than 3% of the provided manpower on leave or absent from the duty.

vii. In case of continuous leave of 2 working days, the Empanelled agency shall ensure temporary replacements of resources without any additional liabilities to User department.

viii. Empanelled Agency needs to inform User Department, 1(one) month in advance [Work Order end date or 1 month, whichever is lesser] before the deployed manpower will leave any ongoing assignment (under any circumstances). Failing this will lead to penalty of amount equal to one-month manpower's Work Order value.

ix. Manpower shall record their attendance through Online mobile application and in emergency situations it shall be considered as the official document for payment purposes.

x. In case of emergency situations, it is possible that specific requirements of job roles such as nurses, bed side assistants etc. are not covered in the Annexure for List of Types of Resources issued by the Labour Department. The requests for such resources from various User Departments shall also be provided by the Empanelled Agencies.

xi. Agency in coordination with User Department shall provide all necessary working conditions for employee.

7. Payment:

The User Department shall make payment to the Empanelled agency as follows:

i. Empanelled Agency shall submit their invoice to User Department within 3 working days in subsequent month using HRMS portal.

ii. Payment process shall be as below

   a. 'Total Man-month cost' will be calculated through HRMS portal based on job roles, number of resources deployed, online attendance of resources, manpower rates as per GR dated 14.03.2023. This 'Total Man-month cost' shall be exclusive of all applicable taxes.

   b. Agency shall generate invoice by adding 100% of 'Total Man-month cost' and applicable taxes (GST as per prevailing rates) to it. 'Total Man-month cost' plus applicable taxes will be 'Total Invoice Amount' and submit this invoice along with online attendance to User Department, which shall be paid by User Department within 7 Working Days from the Date of Submission of invoice.

iii. User Department shall take following actions regarding submitted Invoice.

   a. User Department shall calculate 1% of 'Total Man-month cost' as Cess and deduct from 'Total Invoice Amount'. Cess amount shall be payable by User Department within 7 Working Days from the Date of Submission of invoice, in designated bank account created for this purpose by Labour Department.

   b. User Department shall calculate 2% of Total Man-month cost' as TDS on Income Tax and deduct from 'Total Invoice Amount'

c. User Department shall calculate 2% of Total Man-month cost' as TDS on GST and deduct from 'Total Invoice Amount'

d. Net Payable Amount to agency shall be obtained After deduction of Cess, TDS on Income Tax and TDS on GST from 'Total Invoice Amount'.

नमुना परिगणना तक्ता

Invoice Creation by Agency

Sr. No	Job Role	Number of Resources	Man-Month Rate	Total Man-Month Cost for Resource
1	Head Clerk	5	57,800	2,89,000
2	Junior Clerk	5	32,800	1,64,000
3	Total Man-month cost			4,53,000
4	GST @18%			81,540
5	Total Invoice Amount			5,34,540

Processing at User Department

Sr. No	Particular	Value		
1	Total Man-month cost	4,53,000		
2	CGST @9% of Total Man-month cost	40,770		
3	SGST @9% of Total Man-month cost	40,770		
4	Total Invoice Amount	5,34,540		
5	Deduction of Cess @1% of Total Man-month cost	4,530	Payable to Labour Department	
6	Income Tax TDS @2% of Total Man-month cost	9,060	Payable to Income Tax	
7	GST TDS @2% of Total Man-month cost	9,060	Payable to GST	
8	Net Payable	5,11,890	Payable to Agency	

iv. If User department makes payment through State Treasury/Account Department, User department shall have to create different payment orders as above.

v. After payment processing from State Treasury / Account Department, UTR number for respective payment shall be entered in HRMS portal for information to Labour Department and Agency.

vi. User department which can make payments directly without going through State Treasury, can process invoice as per procedure laid down in Para 7(ii) and make payment using payment gateway in HRMS portal.

vii. The User Department shall make payment to the Empanelled Agency Portal within 7 Working Days from the Date of Submission of invoice with online attendance by the Empanelled Agency to the User Department. Agency shall be responsible for monthly payment of staff irrespective of payment received from User Department. Agency shall provide monthly salary slips to all employees clearly showing all statutory deductions and net salary. Bifurcation of Salary and Man Month Rates for Resource and Agency is provided in Annexure below.

viii. For those employees for whom ESIC is applicable, contribution amount (3.25% of Payment towards Employee) shall be deducted as per the law and for those employees for whom ESIC is not applicable, the contribution mount shall be deposited in their Net Salary and may be utilized for medication/medical insurance purpose.

ix. Ex-gratia, LWPH (Leave with Paid Holiday) and Gratuity amount as per Statutory norms shall be paid to employee as part of Net Employee Salary on monthly basis.

x. All payments to Empanelled Agency will be made subject to deduction of TDS (Tax deduction at Source) applicable to deployment of professionals as per the income Tax Act, 1961, and also applicable penalty & other taxes, if any, as per Government of India & Government of Maharashtra rules.

xi. In case the submission of monthly bills to the User Department by the Agency beyond 15 days from the last day of the month in which the manpower services have been provided, the entire liability towards payment of interest/penalty to the tax authorities would be borne by the respective Empanelled Agency; so that neither the User Department nor the Department is burdened unnecessarily with this amount/penalty etc. The entire amount will be deducted from the payment due to respective Empanelled Agency.

7. Penalties:

i. Any unjustified and unacceptable delay resulting from reasons attributable to the Empanelled Agency as per Work order will render the Empanelled Agency liable for liquidated damages at the rate as mentioned in the following sections.

ii. Penalty shall be applicable and processed as follows:

a. Post Award of the Work order, it shall be responsibility of Empanelled Agency to timely intimate User Department regarding any delay / issues for deployment of manpower as per Work Order issued to them.

b. On receipt of such information regarding any delay from Empanelled Agency, User Department may condone the delay and accept delayed deployment of manpower, or cancel the work order.

c. On award of Work Order, if empanelled agency does not deploy any manpower within 7 days and said delay was not condoned by User Department, then said work order shall be cancelled with immediate effect. In such event, one default shall be earmarked against Empanelled Agency and penalty of 5% of respective resource's value shall be levied on Empanelled Agency.

d. Similarly, for any partial deployment by Empanelled Agency, which is not condoned by User Department, penalty will be imposed by User Department on Empanelled agency at the rate of 2% per day of the services not delivered. Such penalty shall be recovered by User Department from invoices payable to empanelled agency or by raising claims to Empanelled Agency.

e. Overall penalty for an Empanelment Agency subject to a maximum of 10% of the contract value, post which said contract shall be terminated by User Department.

f. If invoices amount does not suffice for penalty amount, then User department may request Labour Department to take appropriate action from Bank Guarantee submitted by Agency.

iii. On three recurrences of default related to non-execution of work orders for reasons attributable to the Empanelled Agency, Labour Department may stop said Empanelled Agency from accepting any further Work Orders.

iv. If Empanelled Agency fails to remedy such default in spite of 30 days' written notice from User department to cure such default, Labour Department would be free to forfeit the defaulting Empanelled Agency's Performance Bank Guarantees received against the affected work orders and/ or termination of the Contract provided.

v. Penalty amount recovered from Bank guarantee shall be recouped by Empanelled Agency within 7 days, failing which empanelment contract shall be terminated with immediate effect by the User Department.

vi. The Empanelled Agency shall not refuse to accept work order under any pretext. The selected Agency shall do the deployment of manpower within 7 working days / as per requirement of User Department, from the date of work order, failing which work order will stand cancelled and shall attract penalty.

vii. Empanelled Agency needs to inform User Department and Outsource Manpower Cell month [Work Order end date or 1 month, whichever is lesser] in advance before the deployed manpower will leave any ongoing project (under any circumstances). Failing this will lead to penalty of amount equal to one-month manpower's Work Order value and 1 default shall be earmarked against Empanelled Agency.

8. Online Grievance Redressal:

The HRMS Portal shall have provision to raise Online Grievances which will be handled by a dedicated Support Team, which will be part of HRMS portal. In case of specific emergency situations, the grievances can be send in offline manner to the OM Cell

9. Operational Points:

i. The concerned User Department shall ensure that in emergency situations they provide necessary support to the empanelled agency in ensuring their staff is able to access the office securely.

ii. The Empanelled Agency shall provide resumes of suitable resources against deployment of each type of resource to the concerned head of the User Department.

iii. Head of the Department / Officer of the User Department shall conduct interview if required and shortlist the resource/s.

iv. Once the resource is deployed, the respective representative of the User Department shall allocate the work to be done to respective resource/s and the resource shall report to the User department's officials for all work related purpose.

v. Depending on the business requirement Empanelled agency can reshuffle / withdraw/replace the resource/s, with prior permission of User Department.

vi. Also, if resource is not found suitable for any reasons by the User Department, the User Department should report to agency to withdraw / replace the resource with due approval. The Empanelled agency shall withdraw / replace the respective resource after such approval of the User Department.

vii. In case of misbehaviour / misconduct / malpractices / sexual harassment done by any of onsite deployed resource, Empanelled Agency shall immediately replace the resource involved in malpractice / misconduct / misbehaviour /sexual harassment, on intimation of same by User Department.

Necessary legal action, as applicable, shall be initiated, for any misbehaviour / misconduct / malpractices / sexual harassment, by Empanelled Agency or User Department.

viii. The User Department shall pay the agreed man-month rate for the deployed resources to the Empanelled agency as per the payment terms stipulated in the GR, failing which the Empanelled agency shall have right to withdraw the resources.

ix. Government Holidays will be applicable to the resources deployed by Empanelled agencies in Government Department / Semi-Government Department / Local Bodies/ Corporations/ Public Sector Organizations during the empanelment period. Compensatory Off may be allowed by the User Department in case the resources have worked on Govt. Holidays

x. In case of night shift work allotted to female employees, appropriate transport and other facilities, as per labour laws, shall be provided by Empanelled Agency.

xi. Entire responsibility of deployment and payment shall be the responsibility of the User Department.

Annexure D (1)

Model Agreement Format for Agreement between User Departments and Empanelled Agency

This AGREEMENT is made at_____________, Maharashtra, on this _____day of , _____ २०२३, BETWEEN

<<Name of User Department> having its office at ---------------------------, hereinafter referred to as “The User Department”, (which expression shall include its successors, administrators, executors and permitted assignees), of the FIRST PART;

And

M/s. ¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤.- a Company incorporated under the Companies Act, १९५६, having its registered office at ¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤..(hereinafter referred to as “**EMPANELED AGENCY**” which expression shall, unless the context otherwise requires, include its permitted successors and assigns).

Each of the parties mentioned above are collectively referred to as the –Parties◦ and individually as a –Party◦

Whereas:

a) The Labour Department has issued the Request for Proposal No. Labour/Manpower/०१/२०२१ dated ०२.०९.२०२१ (hereinafter referred to as “**RFP**”) through an open competitive bidding process, invited proposals from organizations by way of RFP, to appoint reputed organizations which can supply the requisite manpower to enable the User departments to build a competent and sustainable organization team for supporting the execution of its several programs and projects.

b) **EMPANELED AGENCY** had participated in the bidding process and post evaluation of its bid, **EMPANELED AGENCY** has been selected as a successful bidder to supply the requisite technical manpower

c) The Labour Department vide its GR **dated XX.XX.२०२३** issued list of empanelled agencies for providing manpower.

d) The Labour Department has issued a letter of intent (LOI) No. <TBD> dated <TBD> in favor of **EMPANELED AGENCY** thereby empaneling **EMPANELED AGENCY** as successful agency for the project and calling upon it to execute the contract with it.

e) **EMPANELED AGENCY** has submitted Bank Guarantee of value of Rs.५०,००,००० (Fifty Lakhs) to Labour Department as Security Deposit.

f) The Labour Department and **EMPANELED AGENCY has signed Empanelment Agreement dated XX.XX.२०२३**

g) **USER DEPARTMENT** has selected **EMPANELED AGENCY** for providing Human Resources vide approval dated **XX.XX.२०२३**

h) Acceptance / Acceptance Letter issued by **EMPANELED AGENCY** dated **XX.XX.२०२३**

i) Work Order issued by **USER DEPARTMENT** dated **XX.XX.२०२३.**

Now, therefore, in consideration of the mutual representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, with the intent to make themselves legally bound agree as follows:

1. Definitions

In this Agreement, in addition to other words and expressions that may be defined elsewhere in this Agreement, unless the context otherwise requires, the following

capitalized terms wherever used in the Agreement shall have the meanings as ascribed hereunder:

१.१. "Agreement" means this service agreement, its Schedules, its Annexures and any written amendments or Variations thereof, made in accordance with its terms. RFP and annexures.

१.२. "Applicable Law" means, with respect to each Party, all laws, codes, ordinances, statutes, rules, regulations, orders, decrees, judgments, injunctions, notices or binding agreements promulgated or entered into or issued by any Government Authority having jurisdiction over such Party, the Project or such Party°s obligations under this Agreement, as the same may be modified, amended or repealed from time to time.

१.३. "Attrition Rate" means the ratio of resources leaving the team of Personnel deployed to the total number of resources within the team of Personnel deployed calculated per year as a percentage.

१.४. "Business Day" means any day other than Saturday, Sunday, Public holidays in the State of Maharashtra or other holiday as observed by USER DEPARTMENT.

१.५. "Business Hours" means the working hours on all Business Days.

१.६. "Change in Tax" means, after the Execution Date: (a) a change in the rate of an existing Tax after execution of the Agreement; or (b) the imposition of a new Tax or repeal of any existing Tax in relation to the direct transaction between the Parties, but excluding changes in withholding taxes and direct taxes (which include income tax, corporate tax, profession tax and wealth tax) and formation of a new law by subsuming of existing laws.

१.७. "Claim" includes any claim, proceeding, cause of action, action, demand, penalty or suit (including by way of contribution or indemnity) at law or in equity

१.८. "Commencement Date" means the date from which the Parties become liable to perform their obligations under this Agreement

१.९. “Government Authority” means any federal, State, local and municipal or other governmental, regulatory, administrative, judicial, quasi-judicial, public or statutory instrumentality, court or governmental tribunal, agency, commission, authority, body or entity, or any political subdivision thereof, having legal jurisdiction over the matter or Person in question.

१.१०. “AGENCY◦s Representative” means the person nominated by AGENCY for execution of this agreement

१.११. “Loss” means any and all judgments, damages, fines, losses, liabilities, interest, awards, penalties, costs and expenses, including, reasonable attorneys◦ fees, court costs, and other reasonable costs of suit, arbitration, dispute resolution or other similar proceedings.

१.१२. “USER DEPARTMENT◦s Representative” means the person nominated by USER DEPARTMENT for execution of this agreement

१.१३. “Notice” means a notice given in accordance with this Agreement.

१.१४. “Personnel” means in relation to AGENCY◦s employees / contractual resources, officers who are deployed under this Agreement.

१.१५. “Price” shall have meaning ascribed to it in this Agreement.

१.१६. “Resource Deployment Time” shall mean the time that is agreed between the AGENCY and USER DEPARTMENT for the supply of resources at the various locations.

१.१७. “Scope of Work” means the scope of work in relation to programs and projects of USER DEPARTMENT, as detailed in this Agreement.

१.१८. “Start Date” means the first day of joining of AGENCY◦s resource Personnel at USER DEPARTMENT◦s location under this Agreement

१.१९. “Taxes” means any taxes, fees, levies, statutory charges, interest, penalties or other sum levied pursuant to any Applicable Law, including all sales, value added, excise and storage taxes, service taxes, licence and permit fees, entry tax, works contract, levies, cess, imposts, deductions, charges, withholdings and duties

१.२०. ”Work Order” shall mean the work order issued by USER DEPARTMENT to AGENCY to deploy the requisite resources at designated location of USER DEPARTMENT under this Agreement.

2. Interpretation

In this agreement, unless a contrary intention is evident:

- the clause headings are for convenient reference only and do not form part of this agreement;
- unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub- clause or section of this agreement including any amendments or modifications to the same from time to time;
- a word in the singular includes the plural and a word in the plural includes the singular;
- a word importing a gender includes any other gender;
- a reference to a person includes a partnership and a body corporate;
- a reference to legislation includes legislation repealing, replacing or amending that legislation;
- Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
- In the event of an inconsistency between the terms of this agreement and the RFP and the Bid, the terms of RFP shall prevail.

3. Priority of documents

The several documents forming the agreement shall be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies, the priority of the documents forming this agreement shall be as follows:

- RFP document
- Labour Department GR dated १४th March २०२३

- Empanelment Agreement with Labour Department dated XX.०३.३०२३
- User DEPARTMENT◦s Letter of Intent (LOI) dated XX.०३.३०२३
- Any other document which has expressly agreed to by the Parties to form part of the agreement

4. Empanelment Period

The appointment period of **EMPANELED AGENCY** under this agreement shall be for a period of ६ months / years from the date of signing this agreement.

5. Performance Bank Guarantee (PBG)

५.१. EMPANELED AGENCY has already deposited the Performance Bank Guarantee (PBG) of Rs ५०,००,०००/- by way of Bank Guarantee from a Scheduled Bank with Labour Department. Thereby, EMPANELED AGENCY is not required to submit additional Performance Bank Guarantee (PBG).

6. Confidentiality

६.१. EMPANELED AGENCY agree that USER DEPARTMENT, during the term of agreement, shall make available sensitive data which may be highly confidential pertaining to the Department ◦s operation, government policy & guidelines etc (hereinafter referred to as "**Confidential Information**") to EMPANELED AGENCY◦s resources deployed at USER DEPARTMENT◦s location under this Project. Hence, the function of USER DEPARTMENT requires EMPANELED AGENCY to demonstrate utmost care, sensitivity and strict confidentiality. Disclosure or usage of such data by any un-authorized recipient may cause considerable damage to USER DEPARTMENT.

६.२. EMPANELED AGENCY hereby agree to maintain strict privacy and confidentiality of USER DEPARTMENT◦s confidential information so provided under this agreement or its resources may get access to while working at USER DEPARTMENT.

६.३. EMPANELED AGENCY, shall not copy the confidential Information or allow it to be copied or disclosed, transfer, publish or communicate the confidential information

in any manner to any person directly or indirectly in whole or in part, without USER DEPARTMENT◦s prior written consent except as otherwise expressly provided in this Agreement or as required in connection with EMPANELED AGENCY◦s use as permitted by USER DEPARTMENT.

૬.૪. EMPANELED AGENCY shall make adequate provisions so as not to allow unrestricted access to such confidential information to people who may not have necessary permissions. EMPANELED AGENCY or any of its resource shall not sell or part with such data in any form.

૬.૫. EMPANELED AGENCY, further agree to take such steps necessary to protect USER DEPARTMENT◦s confidential information from unauthorized use, reproduction and disclosure as AGENCY may take in relation to its own confidential information of the same type, but in no event less than reasonable care; and to use such confidential information only for the purposes of this Agreement or as otherwise expressly permitted or expressly required by this Agreement or as otherwise permitted by USER DEPARTMENT in writing

૬.૬. In case of any breach of this confidentiality clause by AGENCY or any of its deployed resource then, heavy penalty or termination of the agreement or both shall be imposed along with prosecution by USER DEPARTMENT. The amount of the penalty will be decided by USER DEPARTMENT based upon severity of the default.

૬.૭. This confidentiality clause does not apply to any information / data if it:

- ❖ is publicly known or becomes publicly known other than by breach of this Agreement or any other obligation of confidentiality by EMPANELED AGENCY;
- ❖ was rightfully in the possession of EMPANELED AGENCY at the time of disclosure to it without any obligation to restrict its further use or disclosure;
- ❖ is disclosed to EMPANELED AGENCY without restriction by a third party when the third party is not, to the best of EMPANELED AGENCY◦s knowledge, subject to a confidentiality obligation to the Disclosing Party; or

- ❖ is developed independently by EMPANELED AGENCY without reliance on any of USER DEPARTMENT◦s confidential information;

7. Profiles of the Resources to be deployed

૭.૧ EMPANELED AGENCY shall ensure that resources to be deployed under this Agreement, shall possess the minimum qualification as detailed in this Agreement.

8. Supply of manpower and timeline for resources deployment

૮.૧ In consideration of the payment to be made by USER DEPARTMENT to EMPANELED AGENCY under this Agreement, EMPANELED AGENCY hereby agree to deploy the resources as per requirement detailed in Work Order (s) issued by USER DEPARTMENT from time to time, in accordance with the terms and conditions of this Agreement.

૮.૨ The resources being deployed by EMPANELED AGENCY under various categories will work under the overall supervision of the USER DEPARTMENT.

૮.૩ EMPANELED AGENCY shall adhere to the timelines for deployment of resources under this agreement across various categories and level.

૮.૪ The Parties shall hold quarterly meeting wherein, among other agenda items, the topic of additional hiring shall be discussed and a requirement forecast of additional Personnel shall be documented by EMPANELED AGENCY. Also the Performance of existing resources deployed by agency shall be discussed in meeting and based on that, if required, agency shall replace existing resources if their performance is not satisfactory.

૮.૫ As and when required, the USER DEPARTMENT may request EMPANELED AGENCY to increase the number of deployment of resources under this Agreement by issuing a Work Order. EMPANELED AGENCY shall consider the request of USER DEPARTMENT for such increase in the number of resources deployed under this Agreement.

८.६ EMPANELED AGENCY shall adhere to the timelines for deployment of additional resources across various categories and level, upon acceptance of the Work Order issued by USER DEPARTMENT.

८.७ In case where the no. of resources to be deployed under a particular Work Order is reasonably large in number, or the requirement is across multiple locations, EMPANELED AGENCY may request, and USER DEPARTMENT may agree to relax the timeline stated above.

८.८ EMPANELED AGENCY shall replace the resources deployed in adherence to Standard Operating Procedure (SOP).

८.९ In the event of the replacement of resource as stated above, EMPANELED AGENCY shall initiate the process of replacement, reliving from the services in advance to ensure smooth handover of the responsibilities by the resource so being replaced.

८.१० USER DEPARTMENT may instruct EMPANELED AGENCY to replace any of its resource who is found unacceptable to USER DEPARTMENT on grounds of security risks, incompetence, conflict of interest, misconduct

८.११ Profile of the new resource on replacement of earlier resource deployed, shall be first approved by USER DEPARTMENT prior to being engaged in the handover process.

८.१२ EMPANELED AGENCY shall adhere to the stipulated timelines for replacement of resource across various categories and level

८.१३ In case of maternity leave granted as applicable under the Maternity Benefit (Amendment) Act, २०१७, replacement shall be provided on demand from the User Department.

८.१४ Government Holidays will be applicable to the resources deployed by EMPANELED AGENCY in USER DEPARTMENT during the empanelment period.

9. EMPANELED AGENCY’s Obligations

९.१ EMPANELED AGENCY॰s obligations shall include all the activities as specified by the Department in the Scope of Work and other sections of the Tender and Contract and

changes thereof to enable USER DEPARTMENT to meet the objectives and operational requirements.

९.२ It will be EMPANELED AGENCY◦s responsibility to ensure the proper and successful deployment of the manpower resources in accordance with and in strict adherence to the terms of RFP and this Agreement.

९.३ EMPANELED AGENCY shall bear all expenses regarding preparation of manpower◦s identity card and shall ensure that the resources deployed shall wear the identity card at all time while on duty

९.४ EMPANELED AGENCY shall be responsible for release of the payment to the deployed resources into their respective Bank account within First ७ working days of subsequent month.

९.५ EMPANELED AGENCY shall retain all the documentary proof/papers of the respective statutory bodies i.e., Employees / contractual resources State Insurance, Provident Fund and GST, as applicable. These documents shall be deposited by EMPANELED AGENCY on specific request of the USER DEPARTMENT.

९.६ EMPANELED AGENCY shall be contactable at all times and message sent by phone/e-mail/Fax/Special Messenger/SMS from the USER DEPARTMENT shall be acknowledged immediately on receipt on the same day.

९.७ EMPANELED AGENCY shall comply with all prevailing applicable laws and rules of Government of India and/or Government of Maharashtra.

10. User Department's Obligations

१०.१ USER DEPARTMENT nominated representative shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to EMPANELED AGENCY.

१०.२ The USER DEPARTMENT representative shall interface with EMPANELED AGENCY to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the agreement.

૧૦.૩ The USER DEPARTMENT may provide on EMPANELED AGENCY◦s request, particulars/information/ or documentation that may be required by EMPANELED AGENCY for providing services covered under this agreement.

૧૦.૪ The USER DEPARTMENT may provide sitting space and basic infrastructure at the office location to the manpower resources deployed under this Agreement.

૧૦.૫ The USER DEPARTMENT shall ensure that timely approval is provided to EMPANELED AGENCY as and when required, which may include approval of manpower resource deployment plan, or any other document necessary in fulfilment of this agreement.

૧૦.૬ USER DEPARTMENT shall ensure that the payment to EMPANELED AGENCY shall be released as per the payment terms mentioned in SOP issued by Labour Department from time to time.

૧૦.૭ In case of misconduct, misbehavior, malpractice by resources, USER DEPARTMENT shall inform EMPANELED AGENCY. The respective resource/s will be responsible solely and EMPANELED AGENCY shall replace such resource/s immediately.

૧૦.૮ USER DEPARTMENT shall not come out with another EOI / Tender / RFP / Empanelment for providing manpower during the validity of this agreement.

11. Service Level Agreement

૧૧.૧ EMPANELED AGENCY shall monitor and maintain the stipulated service levels to provide quality service to USER DEPARTMENT. In case of default on any or all such Service Levels, USER DEPARTMENT reserve the rights to levy penalties on AGENCY. The penalties shall be recovered from the invoices submitted by EMPANELED AGENCY or from the Performance Bank Guarantee.

૧૧.૨ EMPANELED AGENCY will have to provide the required manpower as per Standard Operating Procedure (SOP).

૧૧.૩ USER DEPARTMENT shall be at liberty to check any time, the performance of deployed manpower & may ask for the replacement for any resource that found

non-satisfactory. EMPANELED AGENCY shall ensure that replacement of a deployed manpower is done as per Standard Operating Procedure (SOP).

११.४ Due to any pandemic situation, if the EMPANELED AGENCY is not able to meet the timeline of deployment on account of partial / full lockdown and / or Govt. restrictions with regards to general movement, then both the party shall discuss and mutually agree on revised timelines for deployment of resources. In case the EMPANELED AGENCY fail to meet revised agreed timelines, this agreement shall be applicable.

११.५ In exceptional circumstances like resignation or inter-departmental transfer of the resource for his / her career advancement or any of the personal issues of the resources, EMPANELED AGENCY shall substitute such resource with similar resource by giving prior written intimation to USER DEPARTMENT.

११.६ EMPANELED AGENCY will follow all the provisions of the Labour Laws whenever applicable and will have to observe all the rules and regulations pertaining to PF and other benefits as applicable.

12. Events of Default by AGENCY

१२.१ The failure on the part of EMPANELED AGENCY to perform any of its obligations or comply with any of the terms of this agreement shall constitute an Event of Default on the part of EMPANELED AGENCY. The events of default as mentioned above may include, inter-alia, the following:

१२.१.१ EMPANELED AGENCY॰s resources has failed to perform any instructions or directives issued by USER DEPARTMENT which it deems proper and necessary to execute the scope of work or provide services under the agreement, or

१२.१.२ EMPANELED AGENCY॰s resources has failed to confirm / adhere to any of the key performance indicators as laid down in the Key Performance Measures / Service Level Agreements, or if EMPANELED AGENCY has fallen short of matching such standards / benchmarks / targets as USER

DEPARTMENT may have designated with respect to the system or any goods, task or service, necessary for the execution of the scope of work and performance of services under this agreement. The above mentioned failure on the part of EMPANELED AGENCY may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by USER DEPARTMENT;

१२.१.३ EMPANELED AGENCY has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by USER DEPARTMENT, despite being served with a default notice laying down the specific deviance on the part of EMPANELED AGENCY◦s resources to comply with any stipulations or standards as laid down by USER DEPARTMENT; or

१२.१.४ The EMPANELED AGENCY◦s resources has failed to adhere to any amended direction, instruction, modification or clarification as issued by USER DEPARTMENT during the term of this agreement and which USER DEPARTMENT deems proper and necessary for the execution of the scope of work under this agreement; or .

१२.१.५ EMPANELED AGENCY◦s resources has / have failed to demonstrate or sustain any representation or warranty made by it in this agreement, with respect to any of the terms of its Bid, the RFP and this agreement; or.

१२.१.६ There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to EMPANELED AGENCY; or.

१२.१.७ EMPANELED AGENCY◦s resources has / have failed to comply with or is in breach or contravention of any applicable laws.

१२.१.८ EMPANELED AGENCY◦s resources are involved in fraud/wilful misconduct

१२.२ Where there will be an occurrence of such defaults inter alia as stated above, USER DEPARTMENT shall issue a notice of default to AGENCY, setting out specific defaults / deviances / omissions / non-compliances / non-performances and

providing a notice of thirty (३०) days to enable EMPANELED AGENCY to rectify the default committed.

१२.३ Where despite the issuance of a default notice to EMPANELED AGENCY by USER DEPARTMENT and if EMPANELED AGENCY fails to remedy the default to the satisfaction of the Department, then, the USER DEPARTMENT may, where it deems fit, issue to EMPANELED AGENCY another default notice or proceed to adopt such remedies as may be available to USER DEPARTMENT.

13. Consequences of Default

Where an Event of Default subsists or remains uncured, USER DEPARTMENT shall be entitled to call for any clarifications as may be necessary to ensure smooth continuation of the services which EMPANELED AGENCY shall be obliged to comply with. EMPANELED AGENCY shall take all available steps to minimize loss resulting from such event of default.

14. Terminate the agreement in Full or Part

१४.१ Retain such amounts from the payment due and payable by USER DEPARTMENT to EMPANELED AGENCY as may be required to offset any losses caused to DEPARTMENT as a result of such event of default and EMPANELED AGENCY shall compensate USER DEPARTMENT for any such loss, damages or other costs, incurred by USER DEPARTMENT in this regard. Nothing herein shall effect the continued obligation of EMPANELED AGENCY and EMPANELED AGENCY॰s team to perform all their obligations and responsibilities under this agreement in an identical manner as were being performed before the occurrence of the default.

15. Breach and Rectification

१५.१ In the event that EMPANELED AGENCY is in material breach of its obligations under this Agreement, USER DEPARTMENT may issue notice to EMPANELED AGENCY for curing such Material Breach. Any notice served pursuant to this clause shall give reasonable details of the material breach.

१५.२ In case AGENCY fails to correct the default / breach even after the stipulated period in the notice so issued and the Material Breach continues even after the notice period, USER DEPARTMENT will have the option to terminate the Agreement

16. Intellectual Property Rights

१६.१ "Intellectual Property Rights" means any rights in or to any patent, copyright, database rights, rights in relation to the services, software, firmware, know-how, registered design or other design right, utility model, trade mark (whether registered or not and including any rights in get up or trade dress), brand name, service mark, trade name, eligible layout right, and any other rights of a proprietary nature in or to the results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, whether registrable or not and wherever existing in the world, including all applications, renewals, extensions and revivals of, and all rights to apply for, any of the foregoing rights confidential trade secrets related to research, development, design, construction, manufacturing, erection, running, maintenance of Projects and/or required for the performance of the Scope of Work under this agreement.

१६.२ USER DEPARTMENT shall own all Intellectual Property Rights of any new code written / generated or services in relation to the work performed under this agreement by EMPANELED AGENCY◦s resources under this agreement. The rights of entire data, including backups, any documents created shall be with the Department. All licenses (perpetual) would be owned by the Department.

१६.३ EMPANELED AGENCY shall continue to retain their rights on the materials that they bring in under this agreement, provided that due permissions and approvals have been obtained from USER DEPARTMENT on such materials that have been brought in by EMPANELED AGENCY.

17. Indemnification

૧૭.૧ EMPANELED AGENCY (the "Indemnifying Party") undertakes to indemnify & keep indemnified USER DEPARTMENT, (the "Indemnified Party") from and against all direct losses, liabilities, claims or expenses arising from any claim for damages, suits, proceedings, recoveries, judgments or executions (including but not limited to litigation costs and expenses and reasonable fees of Attorney) which may be made or recovered from USER DEPARTMENT by reason of any acts, omissions (whether negligent or otherwise) or, due to wilful misconduct of EMPANELED AGENCY including its resources, employees / contractual resources.

૧૭.૨ The indemnities shall be subject to the following conditions:

- ❖ The Indemnified Party, as promptly as practicable, shall inform the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- ❖ The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defence;
- ❖ If the Indemnifying Party does not assume full control over the defence of a claim, the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses and shall be borne by the Indemnifying Party at actuals;
- ❖ The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- ❖ All settlements of claims subject to indemnification will:

- ✓ Be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim;
- ✓ Include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;

૧૭.૩ The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favor of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;

૧૭.૪ The Indemnified Party shall take legally permissible steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;

૧૭.૫ In the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates;

18. Limitation of Liability

૧૮.૧ Neither this Agreement nor the services delivered by EMPANELED AGENCY under this Agreement grants or creates any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than between the respective Parties to this Agreement, as the case may be.

૧૯.૧. The liability of EMPANELED AGENCY (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the Total Value of Project.

19. Termination

१९.१ By USER DEPARTMENT

DEPARTMENT may, terminate this agreement in whole or in part by giving EMPANELED AGENCY a prior and written notice (not lesser than thirty days) indicating its intention to terminate the agreement under the following circumstances:

- ❖ Where USER DEPARTMENT is of the opinion that there has been such Event of Default on the part of AGENCY and may include failure on the part of EMPANELED AGENCY to rectify its failure in the performance of its obligations under the agreement within thirty (३०) days after being notified by USER DEPARTMENT.
- ❖ Where it comes to USER DEPARTMENT◦s attention that EMPANELED AGENCY or EMPANELED AGENCY◦s resources are in a position of actual conflict of interest with the interests of the USER DEPARTMENT, in relation to any of terms of EMPANELED AGENCY◦s bid, the RFP or this agreement.
- ❖ If, as the result of Force Majeure, EMPANELED AGENCY is unable to perform a material portion of the services for a period of not less than ६० days.
- ❖ Where EMPANELED AGENCY◦s ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including, inter-alia, the filing of any bankruptcy proceedings against EMPANELED AGENCY, any failure by EMPANELED AGENCY to pay any of its dues to its creditors, the institution of any winding up proceedings against EMPANELED AGENCY or the happening of any such events that are adverse to the commercial viability of EMPANELED AGENCY. In the event of the happening of any events of the above nature, USER DEPARTMENT shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor agency, and to ensure business continuity.
- ❖ Termination for Insolvency: USER DEPARTMENT may at any time terminate the agreement by giving written notice to EMPANELED AGENCY, without compensation to EMPANELED AGENCY, if EMPANELED AGENCY becomes

bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to USER DEPARTMENT.

In the event of termination of this agreement by USER DEPARTMENT before the expiry of the term, EMPANELED AGENCY shall be given a period of ३० days to demobilize itself.

१९.२ By EMPANELED AGENCY

EMPANELED AGENCY may, terminate this agreement by giving USER DEPARTMENT a prior and written notice (not less than thirty days) indicating its intention to terminate the agreement under the following circumstances:

- ❖ If USER DEPARTMENT is in material breach of its obligations pursuant to this agreement eg not adhering to payment terms mentioned in this agreement and has not rectified the default within ३० days of receipt of notice specifying such breach.

20. Consequences of Termination

२०.१ In the event of termination of this agreement, whether consequent to the stipulated Term of the agreement or otherwise, USER DEPARTMENT shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which EMPANELED AGENCY shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to USER DEPARTMENT and/or the successor agency, as may be required, to take over the obligations of the erstwhile EMPANELED AGENCY in relation to the execution / continued execution of the scope of this agreement, even where such assistance is required to be rendered for a reasonable period that may extend beyond the agreement term/ termination hereof.

२०.२ Where the termination of the agreement is prior to its stipulated term on account of a Default on the part of EMPANELED AGENCY / AGENCY◦s team or due to the fact that the survival of EMPANELED AGENCY as an independent corporate entity is threatened/has ceased or for any other reason whatsoever, USER DEPARTMENT may pay AGENCY for that part of the services which have been authorized by USER DEPARTMENT and satisfactorily performed by AGENCY up to the date of termination. Without prejudice any other rights, USER DEPARTMENT may retain such amounts from the payment due and payable to EMPANELED AGENCY to offset any losses caused to USER DEPARTMENT as a result of the termination or due to any act/omissions of EMPANELED AGENCY.

२०.३ The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this agreement that are expressly or by implication intended to come into or continue in force on or after such termination.

21. Exit Compensation

USER DEPARTMENT shall not terminate the agreement early for any other reasons other than that of EMPANELED AGENCY◦s default or Force Majeure event, failing which USER DEPARTMENT shall be liable to pay "Exit Compensation" to EMPANELED AGENCY. The exit compensation shall be for services authorized by the USER DEPARTMENT and satisfactorily completed and performed by the EMPANELED AGENCY up to the date of termination, for which payment is due.

22. Dispute Resolution

If during the subsistence of this agreement or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this agreement or regarding any question, including as to whether the termination of this agreement by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the agreement.

All disputes shall be resolved by the Labour Commissioner passing appropriate order. If any of the parties is aggrieved by the said order, the party can appeal before Labour Department, Government of Maharashtra. Further, aggrieved parties may raise the issue before Bombay High court.

23. Force Majeure

२३.१ "Force Majeure" means any event which is not within the reasonable control of the Party affected, and with the exercise of due diligence, could not reasonably be prevented, foreseen, avoided or removed by such Party, and does not result from such Party॰s negligence or the negligence of its agents, employees / contractual resources or sub-Agency॰s, which causes the affected Party to be delayed, in whole or in part, or unable, to partially or wholly perform its obligations under this Agreement and arises due to the occurrence of any of the following events:

२३.१.१ landslides, floods, fires, lightning, induction caused by lightning, earthquakes, storm, typhoon, tsunami, hurricane, tornado, epidemic;

२३.१.२ war and other hostilities including terrorism (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo, rebellion, revolution, insurrection, military or usurped power and civil war;

२३.१.३ state-wide or nationwide riot, lockdown, commotion, civil disorder, industrial disturbance, strikes or lock-outs, except for strikes or lock-outs isolated to the Party claiming a Force Majeure Event;

२३.१.४ ionizing radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosives, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof, emission of hazardous industrial gases or chemicals.

२३.२ A Force Majeure Event shall not include: (a) the affected Party॰s financial inability to perform under this Agreement; (b) sabotage by Personnel of the affected Party; and (c) the affected Party॰s delay or failure to obtain or maintain a Government Approval.

२३.३ In such an event, the affected party shall inform the other party in writing within seven days of the occurrence of such event.

२३.४ USER DEPARTMENT will make the payments due for services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of EMPANELED AGENCY / AGENCY°s team in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

२३.५ In case of a Force Majeure, all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the agreement and to minimize any adverse consequences of Force Majeure.

२३.६ EMPANELED AGENCY shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it°s delay in performance or other failure to perform its obligations under the agreement is the result of an event of force Majeure.

२३.७ Unless otherwise directed by USER DEPARTMENT in writing, EMPANELED AGENCY shall continue to perform its obligations under the agreement as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay.

२३.८ If the duration of delay continues beyond a period of three months, USER DEPARTMENT and EMPANELED AGENCY shall hold consultations with each other in a good faith to find a solution to the problem. Notwithstanding above, the decision of USER DEPARTMENT shall be final and binding on EMPANELED AGENCY.

24. Notices

Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant Party at its address/ email set out in the clause (or such other address as the addressee by ५ (five) Business Days' prior written notice has specified to the other Party).

If to DEPARTMENT:

Address:

Kind attn:

Email:

If to EMPANELED AGENCY:

Address:

Kind attn:

Email:

25. Miscellaneous

२५.१ Publicity

- Any publicity by the bidder in which the name of the USER DEPARTMENT is to be used should be done only with the explicit written permission of the USER DEPARTMENT.

२५.२ Other Conditions

- Neither USER DEPARTMENT nor EMPANELED AGENCY shall, without the express prior written consent of the other, assign to any third party, the agreement or any part thereof, or any right, benefit, obligation, or interest therein or thereunder
- Any modification of this agreement shall be in writing and signed by an authorized representative of each Party.

२५.३ Relationship between Parties

- No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Agreement.

- USER DEPARTMENT has no obligations to EMPANELED AGENCY◦s team except as agreed under the terms of this agreement.

२५.४ Survival

- The provisions of the clauses of this agreement in relation to indemnity, confidentiality, IPR, Limitation of Liability survive the expiry or termination of this agreement and in relation to confidentiality, the obligations continue to apply unless USER DEPARTMENT notifies EMPANELED AGENCY of its release from those obligations.

२५.५ Entire Contract

- The terms and conditions laid down in the RFP and all annexures, addendum thereto as also the Bid and any annexes thereto shall be read in consonance with and form an integral part of this agreement.

26. Governing Law

This agreement shall be governed in accordance with the laws of Union of India and State of Maharashtra.

27. Jurisdiction

Hon◦ble Bombay High Court shall have exclusive jurisdiction to determine any proceeding in relation to this agreement.

Each signatory hereunder represents and warrants that it is an authorized representative of the Party for whom it is signing this Agreement, with authority to bind said Party hereto.

IN WITNESS WHEREOF, the Parties hereto have signed and executed this Agreement as of the date

For and on behalf of the USER DEPARTMENT Signature: ____________________ Name: ________________ Designation: _____________ Place: ____________________	EMPANELLED AGENCY Signature: _____________________ Name: _________________________ Designation: ____________________ Place: ________________________

in the presence of Witness: Signature: ____________________ Name: _______________________	Witness: Signature:__________________________ Name: ___________________________

Annexure D (2)

Model Agreement Format for Agreement between User Departments and Empanelled Agency forming SPV

This AGREEMENT is made at_____________, Maharashtra, on this _____day of , _____ २०२३, BETWEEN

<<Name of User Department> having its office at ----------------------------, hereinafter referred to as "The User Department", (which expression shall include its successors, administrators, executors and permitted assignees), of the FIRST PART;

And

M/s. ¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤.– a Special Purpose Vehicle (SPV), a Company incorporated under the Companies Act, १९५६, having its registered office at ¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤..(hereinafter referred to as "EMPANELED AGENCY" which expression shall, unless the context otherwise requires, include its permitted successors and assigns).

Each of the parties mentioned above are collectively referred to as the –Parties◦ and individually as a –Party◦

Whereas:

a) The Labour Department ¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤..(hereinafter referred to as "DEPARTMENT") has issued the Request for Proposal No. Labour/Manpower/०१/२०२१ dated ०२.०९.२०२१ (hereinafter referred to as "RFP") through an open competitive bidding process, invited proposals from organizations by way of RFP, to appoint reputed organizations which can supply the requisite manpower to enable the User departments to build a competent and sustainable organization team for supporting the execution of its several programs and projects.

b) ______________________________(Lead Bidder) and ______________________________ (Consortium Member), who have submitted their bid in consortium for the Request for Proposal No. Labour/Manpower/०१/२०२१ dated ०२.०९.२०२१, issued by Department and post evaluation of their bid, they have been selected as a successful bidder to supply the requisite technical manpower.

c) The Department has issued a letter of intent (LOI) No. XX dated XX.XX.२०२३ to both the Consortium Members thereby empaneling them as successful agency for the project and calling upon it to execute the contract with it.

d) Labour Department, Government of Maharashtra has issued Standard Operating Procedure (SOP) dated ०९.०५.२०२३ for Deployment of Manpower through Empanelled Agencies. As per Point १ (iii), in issued SOP, "*Empanelled Agencies who have submitted their bid in consortium, as per their discretion, may choose to create a Special Purpose Vehicle (SPV) and register Special Purpose Vehicle (SPV) with Labour Department*".

e) Thereby, as per provisions in SOP, ______________________________(Lead Bidder) and ______________________________ (Consortium Member), who have submitted their bid in consortium for the Request for Proposal No. Labour/Manpower/०१/२०२१ dated ०२.०९.२०२१, wishes to create SPV for providing Manpower under this Empanelment Agreement.

f) Thereby, in view of above, M/s. ¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤.- a Special Purpose Vehicle (SPV) is created, a Company incorporated under the Companies Act, १९५६, having its registered office at ¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤¤..(hereinafter referred to as "**EMPANELED AGENCY.**

g) As per the SOP issued by Labour Department dated **XX.XX.२०२३**, SPV created is registered with Labour Department vide letter dated **XX.XX.२०२३**.

h) **EMPANELED AGENCY** has submitted Bank Guarantee of value of Rs.५०,००,००० (Fifty Lakhs) to Labour Department as Security Deposit.

i) The Labour Department and **EMPANELED AGENCY has signed Empanelment Agreement dated XX.XX.२०२३**

j) **USER DEPARTMENT** has selected **EMPANELED AGENCY** for providing Human Resources vide approval dated **XX.XX.२०२३**

k) Acceptance / Acceptance Letter issued by **EMPANELED AGENCY** dated **XX.XX.२०२३**

l) Work Order issued by **USER DEPARTMENT** dated **XX.XX.२०२३.**

Now, therefore, in consideration of the mutual representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, with the intent to make themselves legally bound agree as follows:

1. Definitions

In this Agreement, in addition to other words and expressions that may be defined elsewhere in this Agreement, unless the context otherwise requires, the following capitalized terms wherever used in the Agreement shall have the meanings as ascribed hereunder:

१.१. "Agreement" means this service agreement, its Schedules, its Annexures and any written amendments or Variations thereof, made in accordance with its terms. RFP and annexures.

१.२. “Applicable Law” means, with respect to each Party, all laws, codes, ordinances, statutes, rules, regulations, orders, decrees, judgments, injunctions, notices or binding agreements promulgated or entered into or issued by any Government Authority having jurisdiction over such Party, the Project or such Party◦s obligations under this Agreement, as the same may be modified, amended or repealed from time to time.

१.३. “Attrition Rate” means the ratio of resources leaving the team of Personnel deployed to the total number of resources within the team of Personnel deployed calculated per year as a percentage.

१.४. “Business Day” means any day other than Saturday, Sunday, Public holidays in the State of Maharashtra or other holiday as observed by USER DEPARTMENT.

१.५. “Business Hours” means the working hours on all Business Days.

१.६. “Change in Tax” means, after the Execution Date: (a) a change in the rate of an existing Tax after execution of the Agreement; or (b) the imposition of a new Tax or repeal of any existing Tax in relation to the direct transaction between the Parties, but excluding changes in withholding taxes and direct taxes (which include income tax, corporate tax, profession tax and wealth tax) and formation of a new law by subsuming of existing laws.

१.७. “Claim” includes any claim, proceeding, cause of action, action, demand, penalty or suit (including by way of contribution or indemnity) at law or in equity

१.८. “Commencement Date” means the date from which the Parties become liable to perform their obligations under this Agreement

१.९. “Government Authority” means any federal, State, local and municipal or other governmental, regulatory, administrative, judicial, quasi-judicial, public or statutory instrumentality, court or governmental tribunal, agency, commission, authority, body or entity, or any political subdivision thereof, having legal jurisdiction over the matter or Person in question.

१.१०. “AGENCY◦s Representative” means the person nominated by AGENCY for execution of this agreement

१.११. "Loss" means any and all judgments, damages, fines, losses, liabilities, interest, awards, penalties, costs and expenses, including, reasonable attorneys◦ fees, court costs, and other reasonable costs of suit, arbitration, dispute resolution or other similar proceedings.

१.१२. "USER DEPARTMENT◦s Representative" means the person nominated by USER DEPARTMENT for execution of this agreement

१.१३. "Notice" means a notice given in accordance with this Agreement.

१.१४. "Personnel" means in relation to AGENCY◦s employees / contractual resources, officers who are deployed under this Agreement.

१.१५. "Price" shall have meaning ascribed to it in this Agreement.

१.१६. "Resource Deployment Time" shall mean the time that is agreed between the AGENCY and USER DEPARTMENT for the supply of resources at the various locations.

१.१७. "Scope of Work" means the scope of work in relation to programs and projects of USER DEPARTMENT, as detailed in this Agreement.

१.१८. "Start Date" means the first day of joining of AGENCY◦s resource Personnel at USER DEPARTMENT◦s location under this Agreement

१.१९. "Taxes" means any taxes, fees, levies, statutory charges, interest, penalties or other sum levied pursuant to any Applicable Law, including all sales, value added, excise and storage taxes, service taxes, licence and permit fees, entry tax, works contract, levies, cess, imposts, deductions, charges, withholdings and duties

१.२०. "Work Order" shall mean the work order issued by USER DEPARTMENT to AGENCY to deploy the requisite resources at designated location of USER DEPARTMENT under this Agreement.

2. Interpretation

In this agreement, unless a contrary intention is evident:

– the clause headings are for convenient reference only and do not form part of this agreement;

- unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub- clause or section of this agreement including any amendments or modifications to the same from time to time;
- a word in the singular includes the plural and a word in the plural includes the singular;
- a word importing a gender includes any other gender;
- a reference to a person includes a partnership and a body corporate;
- a reference to legislation includes legislation repealing, replacing or amending that legislation;
- Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
- In the event of an inconsistency between the terms of this agreement and the RFP and the Bid, the terms of RFP shall prevail.

3. Priority of documents

The several documents forming the agreement shall be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies, the priority of the documents forming this agreement shall be as follows:

- RFP document
- Labour Department GR dated १४th March २०२३
- Empanelment Agreement with Labour Department dated XX.०३.३०२३
- User DEPARTMENT◦s Letter of Intent (LOI) dated XX.०३.३०२३
- Any other document which has expressly agreed to by the Parties to form part of the agreement

4. Empanelment Period

The appointment period of **EMPANELED AGENCY** under this agreement shall be for a period of ६ months / years from the date of signing this agreement.

5. Performance Bank Guarantee (PBG)

५.१. EMPANELED AGENCY has already deposited the Performance Bank Guarantee (PBG) of Rs ५०,००,०००/- by way of Bank Guarantee from a Scheduled Bank with Labour Department. Thereby, EMPANELED AGENCY is not required to submit additional Performance Bank Guarantee (PBG).

6. Confidentiality

६.१. EMPANELED AGENCY agree that USER DEPARTMENT, during the term of agreement, shall make available sensitive data which may be highly confidential pertaining to the Department ॰s operation, government policy & guidelines etc (hereinafter referred to as "**Confidential Information**") to EMPANELED AGENCY॰s resources deployed at USER DEPARTMENT॰s location under this Project. Hence, the function of USER DEPARTMENT requires EMPANELED AGENCY to demonstrate utmost care, sensitivity and strict confidentiality. Disclosure or usage of such data by any un-authorized recipient may cause considerable damage to USER DEPARTMENT.

६.२. EMPANELED AGENCY hereby agree to maintain strict privacy and confidentiality of USER DEPARTMENT॰s confidential information so provided under this agreement or its resources may get access to while working at USER DEPARTMENT.

६.३. EMPANELED AGENCY, shall not copy the confidential Information or allow it to be copied or disclosed, transfer, publish or communicate the confidential information in any manner to any person directly or indirectly in whole or in part, without USER DEPARTMENT॰s prior written consent except as otherwise expressly provided in this Agreement or as required in connection with EMPANELED AGENCY॰s use as permitted by USER DEPARTMENT.

६.४. EMPANELED AGENCY shall make adequate provisions so as not to allow unrestricted access to such confidential information to people who may not have

necessary permissions. EMPANELED AGENCY or any of its resource shall not sell or part with such data in any form.

૬.૫. EMPANELED AGENCY, further agree to take such steps necessary to protect USER DEPARTMENT◦s confidential information from unauthorized use, reproduction and disclosure as AGENCY may take in relation to its own confidential information of the same type, but in no event less than reasonable care; and to use such confidential information only for the purposes of this Agreement or as otherwise expressly permitted or expressly required by this Agreement or as otherwise permitted by USER DEPARTMENT in writing

૬.૬. In case of any breach of this confidentiality clause by AGENCY or any of its deployed resource then, heavy penalty or termination of the agreement or both shall be imposed along with prosecution by USER DEPARTMENT. The amount of the penalty will be decided by USER DEPARTMENT based upon severity of the default.

૬.૭. This confidentiality clause does not apply to any information / data if it:

- ❖ is publicly known or becomes publicly known other than by breach of this Agreement or any other obligation of confidentiality by EMPANELED AGENCY;
- ❖ was rightfully in the possession of EMPANELED AGENCY at the time of disclosure to it without any obligation to restrict its further use or disclosure;
- ❖ is disclosed to EMPANELED AGENCY without restriction by a third party when the third party is not, to the best of EMPANELED AGENCY◦s knowledge, subject to a confidentiality obligation to the Disclosing Party; or
- ❖ is developed independently by EMPANELED AGENCY without reliance on any of USER DEPARTMENT◦s confidential information;

7. Profiles of the Resources to be deployed

૭.૧ EMPANELED AGENCY shall ensure that resources to be deployed under this Agreement, shall possess the minimum qualification as detailed in this Agreement.

8. Supply of manpower and timeline for resources deployment

८.१ In consideration of the payment to be made by USER DEPARTMENT to EMPANELED AGENCY under this Agreement, EMPANELED AGENCY hereby agree to deploy the resources as per requirement detailed in Work Order (s) issued by USER DEPARTMENT from time to time, in accordance with the terms and conditions of this Agreement.

८.२ The resources being deployed by EMPANELED AGENCY under various categories will work under the overall supervision of the USER DEPARTMENT.

८.३ EMPANELED AGENCY shall adhere to the timelines for deployment of resources under this agreement across various categories and level.

८.४ The Parties shall hold quarterly meeting wherein, among other agenda items, the topic of additional hiring shall be discussed and a requirement forecast of additional Personnel shall be documented by EMPANELED AGENCY. Also the Performance of existing resources deployed by agency shall be discussed in meeting and based on that, if required, agency shall replace existing resources if their performance is not satisfactory.

८.५ As and when required, the USER DEPARTMENT may request EMPANELED AGENCY to increase the number of deployment of resources under this Agreement by issuing a Work Order. EMPANELED AGENCY shall consider the request of USER DEPARTMENT for such increase in the number of resources deployed under this Agreement.

८.६ EMPANELED AGENCY shall adhere to the timelines for deployment of additional resources across various categories and level, upon acceptance of the Work Order issued by USER DEPARTMENT.

८.७ In case where the no. of resources to be deployed under a particular Work Order is reasonably large in number, or the requirement is across multiple locations, EMPANELED AGENCY may request, and USER DEPARTMENT may agree to relax the timeline stated above.

८.८ EMPANELED AGENCY shall replace the resources deployed in adherence to Standard Operating Procedure (SOP).

८.९ In the event of the replacement of resource as stated above, EMPANELED AGENCY shall initiate the process of replacement, reliving from the services in advance to ensure smooth handover of the responsibilities by the resource so being replaced.

८.१० USER DEPARTMENT may instruct EMPANELED AGENCY to replace any of its resource who is found unacceptable to USER DEPARTMENT on grounds of security risks, incompetence, conflict of interest, misconduct

८.११ Profile of the new resource on replacement of earlier resource deployed, shall be first approved by USER DEPARTMENT prior to being engaged in the handover process.

८.१२ EMPANELED AGENCY shall adhere to the stipulated timelines for replacement of resource across various categories and level

८.१३ In case of maternity leave granted as applicable under the Maternity Benefit (Amendment) Act, २०१७, replacement shall be provided on demand from the User Department.

८.१४ Government Holidays will be applicable to the resources deployed by EMPANELED AGENCY in USER DEPARTMENT during the empanelment period.

9. EMPANELED AGENCY's Obligations

९.१ EMPANELED AGENCY◦s obligations shall include all the activities as specified by the Department in the Scope of Work and other sections of the Tender and Contract and changes thereof to enable USER DEPARTMENT to meet the objectives and operational requirements.

९.२ It will be EMPANELED AGENCY◦s responsibility to ensure the proper and successful deployment of the manpower resources in accordance with and in strict adherence to the terms of RFP and this Agreement.

९.३ EMPANELED AGENCY shall bear all expenses regarding preparation of manpower◦s identity card and shall ensure that the resources deployed shall wear the identity card at all time while on duty

९.४ EMPANELED AGENCY shall be responsible for release of the payment to the deployed resources into their respective Bank account within First ७ working days of subsequent month.

९.५ EMPANELED AGENCY shall retain all the documentary proof/papers of the respective statutory bodies i.e., Employees / contractual resources State Insurance, Provident Fund and GST, as applicable. These documents shall be deposited by EMPANELED AGENCY on specific request of the USER DEPARTMENT.

९.६ EMPANELED AGENCY shall be contactable at all times and message sent by phone/e-mail/Fax/Special Messenger/SMS from the USER DEPARTMENT shall be acknowledged immediately on receipt on the same day.

९.७ EMPANELED AGENCY shall comply with all prevailing applicable laws and rules of Government of India and/or Government of Maharashtra.

10. User Department's Obligations

१०.१ USER DEPARTMENT nominated representative shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to EMPANELED AGENCY.

१०.२ The USER DEPARTMENT representative shall interface with EMPANELED AGENCY to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the agreement.

१०.३ The USER DEPARTMENT may provide on EMPANELED AGENCY◦s request, particulars/information/ or documentation that may be required by EMPANELED AGENCY for providing services covered under this agreement.

१०.४ The USER DEPARTMENT may provide sitting space and basic infrastructure at the office location to the manpower resources deployed under this Agreement.

૧૦.૫ The USER DEPARTMENT shall ensure that timely approval is provided to EMPANELED AGENCY as and when required, which may include approval of manpower resource deployment plan, or any other document necessary in fulfilment of this agreement.

૧૦.૬ USER DEPARTMENT shall ensure that the payment to EMPANELED AGENCY shall be released as per the payment terms mentioned in SOP issued by Labour Department from time to time.

૧૦.૭ In case of misconduct, misbehavior, malpractice by resources, USER DEPARTMENT shall inform EMPANELED AGENCY. The respective resource/s will be responsible solely and EMPANELED AGENCY shall replace such resource/s immediately.

૧૦.૮ USER DEPARTMENT shall not come out with another EOI / Tender / RFP / Empanelment for providing manpower during the validity of this agreement.

11. Service Level Agreement

૧૧.૧ EMPANELED AGENCY shall monitor and maintain the stipulated service levels to provide quality service to USER DEPARTMENT. In case of default on any or all such Service Levels, USER DEPARTMENT reserve the rights to levy penalties on AGENCY. The penalties shall be recovered from the invoices submitted by EMPANELED AGENCY or from the Performance Bank Guarantee.

૧૧.૨ EMPANELED AGENCY will have to provide the required manpower as per Standard Operating Procedure (SOP).

૧૧.૩ USER DEPARTMENT shall be at liberty to check any time, the performance of deployed manpower & may ask for the replacement for any resource that found non-satisfactory. EMPANELED AGENCY shall ensure that replacement of a deployed manpower is done as per Standard Operating Procedure (SOP).

૧૧.૪ Due to any pandemic situation, if the EMPANELED AGENCY is not able to meet the timeline of deployment on account of partial / full lockdown and / or Govt. restrictions with regards to general movement, then both the party shall discuss

and mutually agree on revised timelines for deployment of resources. In case the EMPANELED AGENCY fail to meet revised agreed timelines, this agreement shall be applicable.

११.५ In exceptional circumstances like resignation or inter-departmental transfer of the resource for his / her career advancement or any of the personal issues of the resources, EMPANELED AGENCY shall substitute such resource with similar resource by giving prior written intimation to USER DEPARTMENT.

११.६ EMPANELED AGENCY will follow all the provisions of the Labour Laws whenever applicable and will have to observe all the rules and regulations pertaining to PF and other benefits as applicable.

12. Events of Default by AGENCY

१२.१ The failure on the part of EMPANELED AGENCY to perform any of its obligations or comply with any of the terms of this agreement shall constitute an Event of Default on the part of EMPANELED AGENCY. The events of default as mentioned above may include, inter-alia, the following:

१२.१.१ EMPANELED AGENCY◦s resources has failed to perform any instructions or directives issued by USER DEPARTMENT which it deems proper and necessary to execute the scope of work or provide services under the agreement, or

१२.१.२ EMPANELED AGENCY◦s resources has failed to confirm / adhere to any of the key performance indicators as laid down in the Key Performance Measures / Service Level Agreements, or if EMPANELED AGENCY has fallen short of matching such standards / benchmarks / targets as USER DEPARTMENT may have designated with respect to the system or any goods, task or service, necessary for the execution of the scope of work and performance of services under this agreement. The above mentioned failure on the part of EMPANELED AGENCY may be in terms of failure to

adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by USER DEPARTMENT;

१२.१.३ EMPANELED AGENCY has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by USER DEPARTMENT, despite being served with a default notice laying down the specific deviance on the part of EMPANELED AGENCY◦s resources to comply with any stipulations or standards as laid down by USER DEPARTMENT; or

१२.१.४ The EMPANELED AGENCY◦s resources has failed to adhere to any amended direction, instruction, modification or clarification as issued by USER DEPARTMENT during the term of this agreement and which USER DEPARTMENT deems proper and necessary for the execution of the scope of work under this agreement; or .

१२.१.५ EMPANELED AGENCY◦s resources has / have failed to demonstrate or sustain any representation or warranty made by it in this agreement, with respect to any of the terms of its Bid, the RFP and this agreement; or.

१२.१.६ There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to EMPANELED AGENCY; or.

१२.१.७ EMPANELED AGENCY◦s resources has / have failed to comply with or is in breach or contravention of any applicable laws.

१२.१.८ EMPANELED AGENCY◦s resources are involved in fraud/wilful misconduct

१२.२ Where there will be an occurrence of such defaults inter alia as stated above, USER DEPARTMENT shall issue a notice of default to AGENCY, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of thirty (३०) days to enable EMPANELED AGENCY to rectify the default committed.

१२.३ Where despite the issuance of a default notice to EMPANELED AGENCY by USER DEPARTMENT and if EMPANELED AGENCY fails to remedy the default to the

satisfaction of the Department, then, the USER DEPARTMENT may, where it deems fit, issue to EMPANELED AGENCY another default notice or proceed to adopt such remedies as may be available to USER DEPARTMENT.

13. Consequences of Default

Where an Event of Default subsists or remains uncured, USER DEPARTMENT shall be entitled to call for any clarifications as may be necessary to ensure smooth continuation of the services which EMPANELED AGENCY shall be obliged to comply with. EMPANELED AGENCY shall take all available steps to minimize loss resulting from such event of default.

14. Terminate the agreement in Full or Part

१४.१ Retain such amounts from the payment due and payable by USER DEPARTMENT to EMPANELED AGENCY as may be required to offset any losses caused to DEPARTMENT as a result of such event of default and EMPANELED AGENCY shall compensate USER DEPARTMENT for any such loss, damages or other costs, incurred by USER DEPARTMENT in this regard. Nothing herein shall effect the continued obligation of EMPANELED AGENCY and EMPANELED AGENCY॰s team to perform all their obligations and responsibilities under this agreement in an identical manner as were being performed before the occurrence of the default.

15. Breach and Rectification

१५.१ In the event that EMPANELED AGENCY is in material breach of its obligations under this Agreement, USER DEPARTMENT may issue notice to EMPANELED AGENCY for curing such Material Breach. Any notice served pursuant to this clause shall give reasonable details of the material breach.

१५.२ In case AGENCY fails to correct the default / breach even after the stipulated period in the notice so issued and the Material Breach continues even after the notice period, USER DEPARTMENT will have the option to terminate the Agreement

16. Intellectual Property Rights

१६.१ "Intellectual Property Rights" means any rights in or to any patent, copyright, database rights, rights in relation to the services, software, firmware, know-how, registered design or other design right, utility model, trade mark (whether registered or not and including any rights in get up or trade dress), brand name, service mark, trade name, eligible layout right, and any other rights of a proprietary nature in or to the results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, whether registrable or not and wherever existing in the world, including all applications, renewals, extensions and revivals of, and all rights to apply for, any of the foregoing rights confidential trade secrets related to research, development, design, construction, manufacturing, erection, running, maintenance of Projects and/or required for the performance of the Scope of Work under this agreement.

१६.२ USER DEPARTMENT shall own all Intellectual Property Rights of any new code written / generated or services in relation to the work performed under this agreement by EMPANELED AGENCY◦s resources under this agreement. The rights of entire data, including backups, any documents created shall be with the Department. All licenses (perpetual) would be owned by the Department.

१६.३ EMPANELED AGENCY shall continue to retain their rights on the materials that they bring in under this agreement, provided that due permissions and approvals have been obtained from USER DEPARTMENT on such materials that have been brought in by EMPANELED AGENCY.

17. Indemnification

१७.१ EMPANELED AGENCY (the "Indemnifying Party") undertakes to indemnify & keep indemnified USER DEPARTMENT, (the "Indemnified Party") from and against all direct losses, liabilities, claims or expenses arising from any claim for damages, suits, proceedings, recoveries, judgments or executions (including but not limited to litigation costs and expenses and reasonable fees of Attorney) which may be

made or recovered from USER DEPARTMENT by reason of any acts, omissions (whether negligent or otherwise) or, due to wilful misconduct of EMPANELED AGENCY including its resources, employees / contractual resources.

१७.२ The indemnities shall be subject to the following conditions:

- ❖ The Indemnified Party, as promptly as practicable, shall inform the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- ❖ The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defence;
- ❖ If the Indemnifying Party does not assume full control over the defence of a claim, the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses and shall be borne by the Indemnifying Party at actuals;
- ❖ The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- ❖ All settlements of claims subject to indemnification will:
  - ✓ Be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim;
  - ✓ Include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;

१७.३ The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favor of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;

१७.४ The Indemnified Party shall take legally permissible steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;

१७.५ In the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates;

18. Limitation of Liability

१८.१ Neither this Agreement nor the services delivered by EMPANELED AGENCY under this Agreement grants or creates any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than between the respective Parties to this Agreement, as the case may be.

१९.१. The liability of EMPANELED AGENCY (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the Total Value of Project.

19. Termination

१९.१ By USER DEPARTMENT

DEPARTMENT may, terminate this agreement in whole or in part by giving EMPANELED AGENCY a prior and written notice (not lesser than thirty days) indicating its intention to terminate the agreement under the following circumstances:

- Where USER DEPARTMENT is of the opinion that there has been such Event of Default on the part of AGENCY and may include failure on the part of EMPANELED

AGENCY to rectify its failure in the performance of its obligations under the agreement within thirty (३०) days after being notified by USER DEPARTMENT.

- ❖ Where it comes to USER DEPARTMENT◦s attention that EMPANELED AGENCY or EMPANELED AGENCY◦s resources are in a position of actual conflict of interest with the interests of the USER DEPARTMENT, in relation to any of terms of EMPANELED AGENCY◦s bid, the RFP or this agreement.
- ❖ If, as the result of Force Majeure, EMPANELED AGENCY is unable to perform a material portion of the services for a period of not less than ६० days.
- ❖ Where EMPANELED AGENCY◦s ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including, inter-alia, the filing of any bankruptcy proceedings against EMPANELED AGENCY, any failure by EMPANELED AGENCY to pay any of its dues to its creditors, the institution of any winding up proceedings against EMPANELED AGENCY or the happening of any such events that are adverse to the commercial viability of EMPANELED AGENCY. In the event of the happening of any events of the above nature, USER DEPARTMENT shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor agency, and to ensure business continuity.
- ❖ Termination for Insolvency: USER DEPARTMENT may at any time terminate the agreement by giving written notice to EMPANELED AGENCY, without compensation to EMPANELED AGENCY, if EMPANELED AGENCY becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to USER DEPARTMENT.

In the event of termination of this agreement by USER DEPARTMENT before the expiry of the term, EMPANELED AGENCY shall be given a period of ३० days to demobilize itself.

१९.२ By EMPANELED AGENCY

EMPANELED AGENCY may, terminate this agreement by giving USER DEPARTMENT a prior and written notice (not less than thirty days) indicating its intention to terminate the agreement under the following circumstances:

- ❖ If USER DEPARTMENT is in material breach of its obligations pursuant to this agreement eg not adhering to payment terms mentioned in this agreement and has not rectified the default within ३० days of receipt of notice specifying such breach.

20. Consequences of Termination

२०.१ In the event of termination of this agreement, whether consequent to the stipulated Term of the agreement or otherwise, USER DEPARTMENT shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which EMPANELED AGENCY shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to USER DEPARTMENT and/or the successor agency, as may be required, to take over the obligations of the erstwhile EMPANELED AGENCY in relation to the execution / continued execution of the scope of this agreement, even where such assistance is required to be rendered for a reasonable period that may extend beyond the agreement term/ termination hereof.

२०.२ Where the termination of the agreement is prior to its stipulated term on account of a Default on the part of EMPANELED AGENCY / AGENCY॰s team or due to the fact that the survival of EMPANELED AGENCY as an independent corporate entity is threatened/has ceased or for any other reason whatsoever, USER DEPARTMENT may pay AGENCY for that part of the services which have been authorized by USER DEPARTMENT and satisfactorily performed by AGENCY up to the date of termination. Without prejudice any other rights, USER DEPARTMENT may retain such amounts from the payment due and payable to

EMPANELED AGENCY to offset any losses caused to USER DEPARTMENT as a result of the termination or due to any act/omissions of EMPANELED AGENCY.

२०.३ The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this agreement that are expressly or by implication intended to come into or continue in force on or after such termination.

21. Exit Compensation

USER DEPARTMENT shall not terminate the agreement early for any other reasons other than that of EMPANELED AGENCY॰s default or Force Majeure event, failing which USER DEPARTMENT shall be liable to pay "Exit Compensation" to EMPANELED AGENCY. The exit compensation shall be for services authorized by the USER DEPARTMENT and satisfactorily completed and performed by the EMPANELED AGENCY up to the date of termination, for which payment is due.

22. Dispute Resolution

If during the subsistence of this agreement or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this agreement or regarding any question, including as to whether the termination of this agreement by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the agreement.

All disputes shall be resolved by the Labour Commissioner passing appropriate order. If any of the parties is aggrieved by the said order, the party can appeal before Labour Department, Government of Maharashtra. Further, aggrieved parties may raise the issue before Bombay High court.

23. Force Majeure

२३.१ "Force Majeure" means any event which is not within the reasonable control of the Party affected, and with the exercise of due diligence, could not reasonably be prevented, foreseen, avoided or removed by such Party, and does not result from

such Party◦s negligence or the negligence of its agents, employees / contractual resources or sub-Agency◦s, which causes the affected Party to be delayed, in whole or in part, or unable, to partially or wholly perform its obligations under this Agreement and arises due to the occurrence of any of the following events:

२३.१.१ landslides, floods, fires, lightning, induction caused by lightning, earthquakes, storm, typhoon, tsunami, hurricane, tornado, epidemic;

२३.१.२ war and other hostilities including terrorism (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo, rebellion, revolution, insurrection, military or usurped power and civil war;

२३.१.३ state-wide or nationwide riot, lockdown, commotion, civil disorder, industrial disturbance, strikes or lock-outs, except for strikes or lock-outs isolated to the Party claiming a Force Majeure Event;

२३.१.४ ionizing radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosives, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof, emission of hazardous industrial gases or chemicals.

२३.२ A Force Majeure Event shall not include: (a) the affected Party◦s financial inability to perform under this Agreement; (b) sabotage by Personnel of the affected Party; and (c) the affected Party◦s delay or failure to obtain or maintain a Government Approval.

२३.३ In such an event, the affected party shall inform the other party in writing within seven days of the occurrence of such event.

२३.४ USER DEPARTMENT will make the payments due for services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of EMPANELED AGENCY / AGENCY◦s team in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/recovery or any

failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

२३.५ In case of a Force Majeure, all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the agreement and to minimize any adverse consequences of Force Majeure.

२३.६ EMPANELED AGENCY shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it॰s delay in performance or other failure to perform its obligations under the agreement is the result of an event of force Majeure.

२३.७ Unless otherwise directed by USER DEPARTMENT in writing, EMPANELED AGENCY shall continue to perform its obligations under the agreement as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay.

२३.८ If the duration of delay continues beyond a period of three months, USER DEPARTMENT and EMPANELED AGENCY shall hold consultations with each other in a good faith to find a solution to the problem. Notwithstanding above, the decision of USER DEPARTMENT shall be final and binding on EMPANELED AGENCY.

24. Notices

Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant Party at its address/ email set out in the clause (or such other address as the addressee by ५ (five) Business Days' prior written notice has specified to the other Party).

If to DEPARTMENT:

Address:

Kind attn:

Email:

If to EMPANELED AGENCY:

Address:

Kind attn:

Email:

25. Miscellaneous

२५.१ Publicity

- Any publicity by the bidder in which the name of the USER DEPARTMENT is to be used should be done only with the explicit written permission of the USER DEPARTMENT.

२५.२ Other Conditions

- Neither USER DEPARTMENT nor EMPANELED AGENCY shall, without the express prior written consent of the other, assign to any third party, the agreement or any part thereof, or any right, benefit, obligation, or interest therein or thereunder
- Any modification of this agreement shall be in writing and signed by an authorized representative of each Party.

२५.३ Relationship between Parties

- No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Agreement.
- USER DEPARTMENT has no obligations to EMPANELED AGENCY◦s team except as agreed under the terms of this agreement.

२५.४ Survival

- The provisions of the clauses of this agreement in relation to indemnity, confidentiality, IPR, Limitation of Liability survive the expiry or termination of this agreement and in relation to confidentiality, the obligations continue to apply unless USER DEPARTMENT notifies EMPANELED AGENCY of its release from those obligations.

२५.५ Entire Contract

- The terms and conditions laid down in the RFP and all annexures, addendum thereto as also the Bid and any annexes thereto shall be read in consonance with and form an integral part of this agreement.

26. Governing Law

This agreement shall be governed in accordance with the laws of Union of India and State of Maharashtra.

27. Jurisdiction

Hon◦ble Bombay High Court shall have exclusive jurisdiction to determine any proceeding in relation to this agreement.

Each signatory hereunder represents and warrants that it is an authorized representative of the Party for whom it is signing this Agreement, with authority to bind said Party hereto.

IN WITNESS WHEREOF, the Parties hereto have signed and executed this Agreement as of the date

For and on behalf of the USER DEPARTMENT Signature: ____________________ Name: __________________ Designation: _______________ Place: _______________________	EMPANELLED AGENCY Signature: ________________________ Name: ________________________ Designation: _______________ Place: __________________________
in the presence of Witness: Signature: ______________________ Name: _______________________	 Witness: Signature: _______________________ Name: ____________________________